

County of Monterey

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



Meeting Agenda - Final-Revised

Tuesday, October 14, 2025

9:00 AM

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

Board of Supervisors

Chair Supervisor Chris Lopez - District 3

Vice Chair Supervisor Wendy Root Askew - District 4

Supervisor Kate Daniels- District 5

Supervisor Luis A. Alejo - District 1

Supervisor Glenn Church - District 2

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@co.monterey.ca.us. In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

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

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

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

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

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

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

Participación en reuniones

Mientras las cámaras de la Junta permanezcan abiertas, los miembros del público pueden participar en las reuniones de la Junta de 2 maneras:

1. Podrá asistir personalmente a la reunión; o,
2. Puede observar la transmisión en vivo de las reuniones de la Junta de Supervisores en <https://monterey.legistar.com/Calendar.aspx>, <http://www.mgtvonline.com/>, www.youtube.com/c/MontereyCountyTV o <https://www.facebook.com/MontereyCoInfo/>

Si elige no asistir a la reunión de la Junta de Supervisores pero desea hacer comentarios del público en general o comentar un tema específico de la agenda, puede hacerlo de 2 maneras:

a. envíe su comentario por correo electrónico antes de las 5:00 p.m. el lunes anterior a la reunión de la Junta. Envíe su comentario al Secretario de la Junta a cob@co.monterey.ca.us. En un esfuerzo por ayudar al secretario a identificar el tema de la agenda relacionado con su comentario público, indique en la línea de asunto el cuerpo de la reunión (es decir, la agenda de la Junta de Supervisores) y el número de artículo (es decir, el artículo n.º 10). Su comentario se colocará en el registro en la reunión de la Junta.

b. puedes participar a través de ZOOM. Para participar en ZOOM, únase por audio de computadora en: <https://montereycty.zoom.us/j/224397747>

O para participar por teléfono llame a cualquiera de estos números a continuación:

- +1 669 900 6833 EE. UU. (San José)
- +1 346 248 7799 EE. UU. (Houston)
- +1 312 626 6799 EE. UU. (Chicago)
- +1 929 205 6099 EE. UU. (Nueva York)
- +1 253 215 8782 EE. UU.
- +1 301 715 8592 EE. UU.

Ingrese este número de ID de reunión: 224397747 cuando se le solicite. Tenga en cuenta que no hay un código de participante, simplemente presione # nuevamente después de que la grabación lo solicite.

Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono, presione *9 en su teclado.

TENGA EN CUENTA: SI TODOS LOS MIEMBROS DE LA JUNTA ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN DEL PÚBLICO POR ZOOM ES ÚNICAMENTE POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA ALIMENTACIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE

INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.

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 Monterey County Government Center, 168 W. Alisal St., 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.

La Cámara de Supervisores del Condado de Monterey invita y apoya la participación de los residentes del Condado de Monterey en sus reuniones. Si usted requiere la asistencia de un intérprete, por favor comuníquese con la oficina de la Asistente de la Cámara de Supervisores localizada en el Centro de Gobierno del Condado

de Monterey, (Monterey County Government Center), 168 W. Alisal, Salinas – o por teléfono al (831) 755-5066. La Asistente hará el esfuerzo para acomodar los pedidos de asistencia de un interprete. Los pedidos se deberán hacer lo mas pronto posible, y a lo mínimo 24 horas de anticipo de cualquier reunión de la Cámara de Supervisores.

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

The Clerk of the Board of Supervisors must receive all materials for the agenda packet by noon on the Tuesday one week prior to the Tuesday Board meeting.

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

HELPFUL INFORMATION/INFORMACION UTIL

Sign Up For Alerts on items you may be interested in to keep informed and up to date on the Monterey County Board of Supervisors

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

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

If assistance is needed please contact our office at the following email: cob@co.monterey.ca.us

Regístrese para recibir alertas sobre artículos que le pueden interesar para mantenerse informado y actualizado sobre la Junta de Supervisores del Condado de Monterey

Para crear una alerta, regístrese y siga la Guía del usuario para crear alertas para calendarios, detalles de reuniones, elementos de agenda y detalles de elementos en el siguiente enlace:

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

Si necesita ayuda, comuníquese con nuestra oficina al siguiente correo electrónico: cob@co.monterey.ca.us

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

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

9:00 A.M. - Call to Order

Roll Call

Additions and Corrections for Closed Session by County Counsel

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

Closed Session

1. Closed Session under Government Code section 54950, relating to the following items:
 - a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
 - (1) Designated representatives: Andreas Pyper, Kim Moore and Ariana Hurtado
 - Employee Organization(s): All Units
 - b. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding three matters of significant exposure to litigation.
 - c. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:
 - (1) Property: Corner of W. Gabilan and Church Street, Salinas (Portion of APN 002-253-028)
 - Agency Negotiator(s): Florence Kabwasa-Green, Chief of Facilities
 - Negotiating Parties: Greg Hamer, District Coordinator
 - Under negotiation: Use of Property

Public Comments for Closed Session

The Board Recesses for Closed Session Agenda Items

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

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

Roll Call

Pledge of Allegiance**Additions and Corrections by Clerk**

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

Ceremonial Resolutions

2. Adopt a resolution to proclaim the weeks of October 20, 2025, through November 21, 2025 as the County Monterey Employee Giving Campaign of 2025. (Supervisor Lopez)

Attachments: [Ceremonial Resolution - County of Monterey Employee Giving Campaign](#)

3. Adopt a resolution declaring every October 12 as Indigenous Peoples Day in Monterey County and Commending California Rural Legal Assistance's Indigenous Program. (Supervisor Alejo)

Attachments: [Ceremonial Resolution - Indigenous Peoples Day](#)

4. Adopt a resolution honoring the Blue Ribbon Task Force on Youth Violence Prevention (Blue Ribbon Task Force) on the occasion of the International Day Of Non-Violence, October 2, 2025. (Supervisor Root Askew)

Attachments: [Ceremonial Resolution - Blue Ribbon Task Force](#)

5. Adopt a resolution honoring Last Chance Mercantile on International E-Waste Day, October 14, 2025. (Supervisor Root Askew)

Attachments: [Ceremonial Resolution - International E Waste Day](#)

6. Adopt a resolution honoring the Community Alliance for Safety and Peace (CASP) on the International Day of Non-Violence, October 2, 2025. (Supervisor Root Askew)

Attachments: [Ceremonial Resolution - Community Alliance for Safety and Peace \(CASP\)](#)

7. Adopt a resolution honoring the City of Marina on its 50th Anniversary. (Supervisor Root Askew)

Attachments: [Ceremonial Resolution - City of Marina 50th Anniversary](#)

Appointments

- 8. Appoint Jessica McKillip to the Area Agency on Aging Advisory Council representing District 4 as a Primary Representative filling an unexpired term with a term end date of December 31, 2025 (District Specific - District 4, Supervisor Root Askew)

Attachments: [Notification to Clerk of Appt - Jessica McKillip](#)
 [Application - Jessica McKillip](#)

- 9. Appoint Karen Araujo to Equal Opportunity and Civil Rights Advisory Commission representing Commission on the Status of Women with a term expiration date on December 31, 2027. (Nominated by Adriana Narez-Tapia, Staff Manager, Commission on the Status of Women)

Attachments: [Notification to Clerk of Appointment - Karen Araujo](#)
 [Resume - Karen Araujo](#)
 [Letter of Support - Karen Araujo](#)

Approval of Consent Calendar – (See Supplemental Sheet)

- 10. See Supplemental Sheet

General Public Comments

- 11. General Public Comments

Scheduled Matters

- 12. a. Receive a presentation by Graham Knaus, CEO of the California State Association of Counties (CSAC) and the California Counties Foundation, on the topic of the William “Bill” Chiat Institute for Excellence in County Government Program followed by the County Administrative Officer (CAO) briefly commenting on the program;
b. Authorize Paul Danczyk, PhD, Chief Operating Officer of the California Counties Foundation, to distribute certificates of completion to the County’s FY 2024-2025 CSAC program graduates.

Attachments: [Board Report](#)

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

- 13. a. Authorize remittance by the Auditor-Controller of up to \$1.7 million to the State of California

Employment Development Department (“EDD”), for State Disability Insurance (SDI) tax under-withholding, including a late payment penalty and interest, for payroll tax returns filed after October 31, 2022; and

b. Authorize payment of the SDI tax under-withholding without recoupment from County employees.

Attachments: [Board Report](#)
 [Exhibit A-Summary of SDI Tax Liability by Year](#)
 [Item No. 13 Presentation](#)

14. Adopt a Resolution to:

a. Receive an update from the County Departments of Health, Social Services, and Natividad on proposed outreach, education, marketing, and application assistance plan to mitigate impacts from State and Federal policy changes on Medi-Cal;

b. Amend the Health Department’s Health Administration Bureau’s Fiscal Year (FY) 2025-26 Adopted Budget (001-4000-8600-HEA014) to increase appropriations by \$250,000 financed by a reduction in the contingencies appropriation (001-1050-CAO020-8034) to provide funding for Medi-Cal Outreach and Education to residents (4/5ths vote required); and

c. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2025-26 Health Administration Bureau’s Adopted Budget (001-4000-8600-HEA014) (4/5ths vote required).

Attachments: [Board Report](#)
 [Resolution](#)

15. Consider approval of the employment agreement with Ray Buenaventura as Public Defender for the County of Monterey and authorize the Chair of the Board to execute the agreement.

Attachments: [Employment Agreement](#)
 [Links to Codes and Resolution](#)

16. Consider the recommendations of the Measure AA Ad Hoc Committee to dissolve the existing Ad Hoc Committee, establish a new standing committee of the Board in its place, appoint the current Ad Hoc Committee members as the initial supervisorial representatives on the new standing committee through December 31, 2026, direct that beginning January 2027, one Measure AA Standing Committee appointment shall rotate among the Supervisors representing Districts 2, 3 or 5, with the other seat rotating among all Supervisors and provide direction as deemed appropriate. (REVISED VIA SUPPLEMENTAL)

- Attachments:** [Board Report](#)
[Revised Board Report](#)
[Establish a Measure AA Standing Committee_REVISED \(Clean\) 10.10.25](#)
[Establish a Measure AA Standing Committee_REVISED \(Redline 10.10.25\)](#)

17. a. Support and accept the projects recommended by the Transportation Agency for Monterey County (TAMC) North Monterey County Steering Committee; and
 b. Authorize County staff to schedule implementation of these projects.

- Attachments:** [Board Report](#)
[Final Funding Proposal](#)
[Participatory Budgeting Ballot Information in English and Spanish](#)
[Election Results](#)

Other Board Matters

Referral Matrix and New Referrals

18. Referral Matrix and New Referrals

- Attachments:** [Board Referral Matrix](#)
[2025.12 \(Church\) Salinas Train Station Ad Hoc Committee](#)

County Administrative Officer Comments

19. County Administrative Officer Comments

Board Comments

20. Board Comments

Read Out from Closed Session by County Counsel

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

Adjourn In Memory of WWII Merchant Marine Edward Laughton

Upcoming Board of Supervisors Meetings for 2025

2025 Board of Supervisors Meeting Schedule

- Attachments:** [2025 Board of Supervisors Meeting Dates](#)

Supplemental Sheet, Consent Calendar**Health Department**

21. a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to Memorandum of Understanding A-17303 between Monterey County Health Department, Behavioral Health Bureau and the Monterey County Office of Education for Monterey County Alternative Education to add \$45,202 of additional therapeutic and mental health services, for a revised total Memorandum of Understanding amount not to exceed \$150,672 with no change to the term of August 1, 2025 through June 30, 2026; and
- b. Approve and authorize the Director of Health Services or designee to execute a retroactive Memorandum of Understanding (MOU) with each school district listed in Attachment 1 for therapeutic and mental health services, for an estimated total revenue amount of \$682,040 in the aggregate across all MOUs as listed in Attachment 1, for term of August 1, 2025 through June 30, 2026; and
- c. Approve the non-standard insurance and indemnification provisions in the MOUs listed in Attachment 1 as recommended by the Director of Health Services; and
- d. Approve and authorize the Director of Health Services or designee to execute the MOU as modified by the parties, where the terms are not significantly different from the MOU, do not significantly change the level of risk or the scope of a party's obligations or responsibilities, and are subject to review and approval of County Counsel and County Risk Manager; and
- e. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments to each MOU with the School Districts listed in Attachment 1 that in total, does not exceed 10% of the initial amount specified in each Memorandum of Understanding, and that does not significantly change the scope of services, for a total in the aggregate not to exceed \$750,244.

Attachments: [Board Report](#)
 [Amendment No. 1 to Memorandum of Understanding A-17303](#)
 [Attachment 1](#)
 [Attachment 2](#)
 [MCOE Alternative Ed Memorandum of Understanding](#)
 [General Education Memorandum of Understanding Template](#)

22. Approve and authorize the Contracts & Purchasing Officer or designee to execute Amendment No. 5 to Agreement No. A-16238 with Raimi + Associates, Inc. for the provision of Focus Group Facilitator Services for the Youth Violence Prevention Program, CalVIP Cohort #4, adding \$30,000 for a total Agreement amount of \$203,415 with no change to the existing term of April 25, 2023 through March 31, 2026.

Attachments: [Board Report](#)
[Amendment No.5](#)
[Amendment No.4](#)
[Amendment No.3](#)
[Amendment No.2](#)
[Amendment No.1](#)
[Board Order](#)
[Agreement](#)

23. a. Set a public hearing for October 28, 2025 at 10:00 a.m. to consider and adopt a Resolution to approve Amendment No. 1 with [Proposed] Exhibit 1 “Approved Rates and Charges” to Unified Franchise Agreement regarding proposed rates for services and adjustments to current rates for the Unified Franchise Agreement (UFA) between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey; and
- b. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to the UFA between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation., for the Exclusive Collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey.

Attachments: [Board Report](#)
[Draft Amendment](#)
[Exhibit 1 - Approved Rates and Charges](#)
[UFA Agreement](#)

Criminal Justice

24. a. Authorize the Sheriff’s acceptance of \$75,000 from the State of California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program; and
- b. Authorize approval of the increase in appropriations of the Sheriff’s FY 2025-2026 Adopted Budget 001-2300-8242-SHE001-ABCAPP by \$75,000 financed by \$75,000 from the California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program; and
- c. Authorize and direct the Auditor Controller to amend the Sheriff’s Fiscal Year 2025-2026 Adopted Budget 001-2300-8242-SHE001-ABCAPP by \$75,000 funded by the State of California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program (4/5 vote required).

Attachments: [Board Report](#)
[Standard Agreement \(2\).pdf](#)
[Exhibits A-D.pdf](#)
[Resolution.pdf](#)

25. Approve and authorize the Contracts and Purchasing Officer or their designee to execute an agreement with Cornerstone Detention Products, Inc., to meet the programming code standardization, supported

hardware, and security requirements for the control system at both the New and Old Jail which manages intercoms, doors, cameras, and system control communications, effective October 17, 2025 to June 30, 2027, in the amount of \$384,675.

Attachments: [Board Report](#)
 [Agreement with Cornerstone Detention Products, Inc..pdf](#)
 [Exhibit A.pdf](#)
 [Exhibit B.pdf](#)

26. a. Approve and authorize the Sheriff to accept grant award of \$350,000 from the City and County of San Francisco FY 2024 UASI Grant Funds; and
- b. Authorize and direct the Auditor-Controller to amend the Sheriff’s FY 2025-26 Adopted Budget (001-2300-SHE001-8242) by increasing appropriations and estimated revenues of \$350,000 in the Sheriff’s FY 2025-26 Adopted Budget (001-2300-She001-8242), financed by the City and County of San Francisco FY 2024 UASI Grant Funds (4/5 vote required); and
- c. Approve and authorize the Sheriff or Sheriff’s designee to execute a non-standard agreement with the City and County of San Francisco, for a bomb robot, in the amount of \$350,000, retroactive from August 1, 2025 to December 31, 2025; and
- d. Approve and authorize the Sheriff or Sheriff’s designee to amend the agreement as necessary if requested by the City and County of San Francisco.

Attachments: [Board Report](#)
 [City and County of San Francisco FY 2024 UASI Grant Funds](#)
 [Agreement](#)
 [Resolution](#)

27. Approve and authorize the Contracts and Purchasing Officer or their designee to execute Agreement with TracNet, Inc., for server replacement, effective October 17, 2025 through October 16, 2028 in an amount not to exceed \$313,597.

Attachments: [Board Report](#)
 [Agreement.pdf](#)
 [Exhibit A.pdf](#)
 [Exhibit B.pdf](#)
 [Exhibit C.pdf](#)

28. Approve and Authorize the Sheriff or her designee to execute the Non-Standard Agreement with Versaterm Public Safety US Inc., for IAPro and Blue TEAMS (use of force tracking monitoring system) software/license subscription, effective upon execution for a term of three (3) years in the amount of \$78,725 and which shall auto-renew for one (1) year terms thereafter until terminated and increase annually by no more than \$32,000.

Attachments: [Board Report](#)
[Non-Standard Agreement.pdf](#)
[Service Schedule.pdf](#)
[Scope.pdf](#)

General Government

29. a. Authorize the Department of Emergency Management to receive an award and execute Memorandum of Understanding (MOU) form the City and County of San Francisco to receive FY2023 Urban Areas Security Initiative (UASI) Grant Funds; and
- b. Approve and authorize the Monterey County Department of Emergency Management to execute a Memorandum of Understanding with the City and County of San Francisco accepting a grant award of \$20,000 for procurement of City of King Emergency Operations Center equipment and implement Fiscal Year 2023 Urban Areas Security Initiative grant funds for the grant performance period of August 25, 2025 through December 31, 2025; and
- c. Authorize the Director of Emergency Management, or designee, to carry out all grant-related activities, including submission of reimbursement requests; and
- d. Authorize and direct the Auditor-Controller to amend the Department of Emergency Managements Fiscal Year 2025-2026 Adopted Budget 001-1040-8588-DEM001 by \$20,000 funded by City and County of San Francisco to receive FY2023 UASI Grant Funds (4/5ths vote required)

Attachments: [Board Report](#)
[Attachment: A](#)
[Attachment: A](#)
[Attachment: B](#)

30. a. Approve staff's recommendation to utilize Contingency Fund in the amount of \$273,403 for repayment of FY2020 disallowed expenditures of the Homeland Security Grant Program; and
- b. Authorize the Auditor-Controller to amend the FY 2025-26 Adopted Budget for the Department of Emergency Management 001-1040-DEM001-8588 by \$273,473 financed by a decrease in appropriations in General Fund Contingencies, 001-1050-CAO020-8034 (4/5ths vote required)

Attachments: [Board Report](#)
[Attachment: A.pdf](#)
[Attachment B Resolution](#)

31. Authorize the Director of Emergency Management to execute the Emergency Alerting and Data Sharing Agreement between the County of Monterey and Marina Coast Water District. This Agreement shall become effective for a three-year period upon execution of both parties.

Attachments: [Board Report](#)
 [Attachment: A MCWD Data and Alerting Agreement.pdf](#)

32. a. Approve and authorize the Library Director or designee to accept a grant from the California State Library Zip Books program for \$7,200 to offer more library materials to the public; and
b. Approve and authorize the Library Director or designee to accept non-standard elements of the grant award agreement; and
c. Approve and authorize the Library Director or designee to accept up to two amendments or increases in this grant award that do not substantially change terms and conditions or increase the grant award more than 20% (\$1,440) for a total not to exceed \$8,640.

Attachments: [Board Report](#)
 [Attachment A](#)

33. a. Approve and authorize the Library Director or designee to accept a grant from the California State Library for \$9,278 to enhance preservation and disaster preparedness for local history and archival materials; and
b. Approve and authorize the Library Director or designee to accept non-standard elements of the grant award agreement; and
c. Approve and authorize the Library Director or designee to accept up to two amendments or increases in this grant award that do not substantially change terms and conditions or increase the grant award more than 20% (\$1,854) for a total not to exceed \$11,132.

Attachments: [Board Report](#)
 [Attachment A](#)
 [Agreement](#)

34. Approve and authorize the Contracts & Purchasing Officer or designee to execute retroactive Agreement with Smile Business Products, Inc., to provide multi-function copiers and service to the Agricultural Commissioner, for the period of July 1, 2025 to June 30, 2028 in an amount not to exceed \$76,150.

Attachments: [Board Report](#)
 [Agreement with Exhibit A & B](#)

35. a. Authorize the Chief Information Officer to execute retroactively a non-standard Agreement with Insight Investments LLC for financing of Palo Alto Networks software licensing and hardware, and related equipment, maintenance recurring yearly charges in an amount not to exceed \$1,692,896 for the term of October 1, 2025 through October 31, 2029; and
b. Authorize the Chief Information Officer, or his designee, to execute order forms and such documents on an as-needed basis necessary to implement the non-standard Agreement with Insight Investments

LLC; and

- c. Accept non-standard contract provisions as recommended by the Chief Information Officer; and
- d. Authorize the Chief Information Officer or his designee the option to extend the agreement up to two (2) additional one (1) year periods through October 31, 2031 and sign associated Order Forms, provided that the total additional total costs do not exceed ten percent of the prior year's cost, with a maximum total increase of \$782,118 for a total agreement not to exceed amount of \$2,475,104 and as long as the Order Forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

Attachments: [Board Report](#)
 [Master Lease Agreement](#)
 [Digital Scepter Quote 9011](#)
 [Insight Essential Use Form](#)
 [Sole Source](#)

Housing and Community Development

- 36.** a. Approve Amendment No. 5 to Funding Agreement No. 3 A-13654 with Jeffrey LaTourette for preparation of the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) where the Base Budget in the amount of \$183,099 is increased by \$26,625 for a new Agreement amount of \$209,724 with no change to the included Contingency Budget of \$21,040;
- b. Authorize the Director of Housing and Community Development or designee to execute Amendment No. 5 to Funding Agreement No. 3 A-13654, Amendment No. 5 to Professional Services Agreement No. A-13636, and future amendments to the Agreements where the amendments do not significantly alter the scope of work and do not increase the Agreement amounts of \$209,724 by more than 10% (\$20,973), subject to review by County Counsel and the Auditor-Controller's Office.

Attachments: [Board Report](#)
 [Attachment 1 - Amendment No. 5 to FA No. 3 with Jeffrey LaTourette](#)
 [Attachment 2 - Amendment Nos. 1-4 to FA A-13654 with Jeffrey LaTourette.docx](#)
 [Attachment 3 - PSA with Denise Duffy & Associates](#)
 [Attachment 4 - FA No. 3 with Jeffrey and Monica LaTourette](#)
 [Attachment 5 - Consent to Assignment with Jeffrey LaTourette](#)

Addenda/Supplemental

37. Addenda/Supplemental

Attached Revised Board Report, Establish a Measure AA Standing Committee_REVISED (Clean) 10.10.25, Establish a Measure AA Standing Committee_REVISED (Redline 10.10.25 and to Item No. 16 under Scheduled Matters



County of Monterey

Item No.1

Board Report

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

Legistar File Number: CS 25-048

October 14, 2025

Introduced: 10/3/2025

Current Status: Agenda Ready

Version: 1

Matter Type: Closed Session

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

a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:

(1) Designated representatives: Andreas Pyper, Kim Moore and Ariana Hurtado

Employee Organization(s): All Units

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

c. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:

(1) Property: Corner of W. Gabilan and Church Street, Salinas (Portion of APN 002-253-028

Agency Negotiator(s): Florence Kabwasa-Green, Chief of Facilities

Negotiating Parties: Greg Hamer, District Coordinator

Under negotiation: Use of Property



County of Monterey

Item No.2

Board Report

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

Legistar File Number: CR 25-160

October 14, 2025

Introduced: 9/19/2025

Current Status: Ceremonial Resolution

Version: 1

Matter Type: Ceremonial Resolution

Adopt a resolution to proclaim the weeks of October 20, 2025, through November 21, 2025 as the County Monterey Employee Giving Campaign of 2025. (Supervisor Lopez)

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

Resolution No.:

Adopt a resolution to proclaim the weeks of October 20, 2025, through November 21, 2025 as the County Monterey Employee Giving Campaign of 2025.

WHEREAS, the theme for this year’s campaign is “Seeds of Hope” which reminds us that even the smallest act of giving can grow into something extraordinary in our community.

WHEREAS, the County of Monterey continues its legacy in sponsoring the County of Monterey Employee Giving Campaign which upholds the values of the County’s Strategic Initiatives; the campaign provides a means to support our community; and

WHEREAS, the County of Monterey Employee Giving Campaign theme “Seeds of Hope” highlights the transformative power of collective generosity—how even small individual contributions can grow into powerful support for local programs and services. With strong leadership, department coordinators, and engaging special events, this year’s campaign has significant potential to increase participation and impact; and

WHEREAS, the County of Monterey Employee Giving Campaign shall be structured with two Co-Chairs and Coordinator Committee to support in facilitating the County’s efforts in making a difference through human kindness and dignity; the committees will consist of members from management and labor who shall serve for that campaign year; and

WHEREAS, the County Administrative Officer approved Roderick Franks and Darrell McGowan to manage the Monterey County Employee Giving Campaign; and both shall serve for that campaign year; and

WHEREAS, the announcement of the Employee Giving Campaign, “Seeds of Hope” gives the opportunity to publicly recognize the participation and dedication of the members of the Coordinator Committee, which consist of Sandra Silva, Gerardo Perez, Melissa Fanning, Marcela Barbosa, Melissa Sanchez; Lynda Patrick and Crystal Lopez; and

WHEREAS, the United Way, as the lead non-profit agency, has designated Lynda Patrick and Crystal Lopez to assist in the coordinated efforts of the campaign; and

WHEREAS, we recognize the Department Heads, Management and Department Coordinators who contribute their time and expertise in supporting the campaign in creating awareness and knowledge, and we extend our heartfelt thanks for their continued commitment; and

WHEREAS, a pledge is made to promote any and all involvement of County employees that would like to participate in donating as well as encourage those who would like to volunteer their efforts to make the campaign successful and most importantly FUN; and

WHEREAS, the County of Monterey Employee Giving Campaign provides employees the convenience of making charitable donations; and

WHEREAS, through payroll deductions, one-time donations, and fund-raising activities County of Monterey employees can collaborate with 501© (3) non-profit entities that provide local services and programs to County of Monterey residents in furtherance of the County’s Strategic Initiatives and Values; and

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, proclaim October 20, 2025, through November 21, 2025, as the **County of Monterey Employee Giving Campaign**.

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 resolution of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____.

Dated:
Supervisors

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

By _____



County of Monterey

Item No.3

Board Report

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

Legistar File Number: CR 25-171

October 14, 2025

Introduced: 10/6/2025

Current Status: Ceremonial Resolution

Version: 1

Matter Type: Ceremonial Resolution

Adopt a resolution declaring every October 12 as Indigenous Peoples Day in Monterey County and Commending California Rural Legal Assistance's Indigenous Program. (Supervisor Alejo)

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

Resolution No.:

Adopt Resolution Declaring Every October 12 as **Indigenous Peoples Day** in Monterey County and **Commending California Rural Legal Assistance's Indigenous Program**.

WHEREAS, The cultural and governmental contributions of the Indigenous Peoples of Monterey County have shaped the course of the county throughout history; and

WHEREAS, Monterey County Native Americans, including Ohlone Costanoan, Esselen, Rumsien, Salinan and Amah Mutsun Nations, and other Indigenous Peoples have contributed and continue to contribute immeasurably to our county's history, diversity, economy, and culture by distinguishing themselves as academics, entrepreneurs, professionals and leaders, to name a few, and have contributed over thirteen-thousand years of cultural, economic and environmental traditions to the history of the Monterey Bay Region; and

WHEREAS, **Indigenous Peoples Day** is celebrated by tribes and communities across our nation, and is a day for educators to teach factual Indigenous history; and

WHEREAS, The County of Monterey recognizes that Indigenous Nations lived upon lands since time immemorial and values the progress our society has achieved through contributions of Indigenous Peoples in technology, business, law, medicine, education, the arts and the United States Armed Forces, to name just a few; and

WHEREAS, The County of Monterey understands that to help heal and close the wounds incurred throughout history, government entities should change policies and practices to reflect the experiences of Indigenous Peoples, and uplift our county's Indigenous roots, history and contributions; and

WHEREAS, The County of Monterey recognizes the unique history and historical knowledge of the local native Indigenous Peoples whose customs and traditions are respected and celebrated as part of the rich legacy throughout our area; and

WHEREAS, **Indigenous Peoples Day** was first proposed in 1977, by a delegation of Native Nations to the United Nations sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, As the County of Monterey joins a growing number of local governments that have recognized Indigenous Peoples Day, creating opportunity to promote appreciation, tolerance, understanding, friendship, among Indigenous Peoples and all county residents; and

WHEREAS, The California Rural Legal Assistance (CRLA) Indigenous Program (IP) stands as the sole legal services initiative in California dedicated exclusively to protecting the legal rights of Indigenous Latino American communities; and

WHEREAS, California Rural Legal Assistance (CRLA) advocates for the language access rights of Indigenous communities by delivering legal support, multilingual outreach, and comprehensive training to state agencies and service providers. These efforts aim to ensure meaningful and equitable access to essential services for Indigenous populations in California. Through its Language Justice Initiative and Indigenous Program (IP), CRLA actively works to eliminate language barriers and promote the availability of critical services including healthcare and government programs in Indigenous languages such as Mixteco, Triqui, and Zapotec; and

WHEREAS, The Indigenous Program team serves the community through a comprehensive approach including direct legal services, outreach efforts, Know Your Rights trainings, and systemic impact litigation throughout rural California.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, proclaims every October 12, as **Indigenous Peoples Day** in Monterey County and encourages all residents to participate in appropriate observances with activities that celebrate and commemorate Indigenous Peoples.

BE IT FURTHER RESOLVED, that County of Monterey commends **California Rural Legal Assistance’s Indigenous Program** for its legal rights and language rights advocacy on behalf of indigenous communities throughout Monterey County and rural California.

PASSED AND ADOPTED this _____ day of _____, 2025, 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 _____, 2025.

Dated:

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

By _____

—

Deputy



County of Monterey

Item No.4

Board Report

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

Legistar File Number: CR 25-168

October 14, 2025

Introduced: 9/29/2025

Current Status: Ceremonial Resolution

Version: 1

Matter Type: Ceremonial Resolution

Adopt a resolution honoring the Blue Ribbon Task Force on Youth Violence Prevention (Blue Ribbon Task Force) on the occasion of the International Day Of Non-Violence, October 2, 2025.
(Supervisor Root Askew)

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

Resolution No.:

Adopt a resolution honoring the **Blue Ribbon Task Force on Youth Violence Prevention (Blue Ribbon Task Force)** on the occasion of the **International Day Of Non-Violence**, October 2, 2025.

WHEREAS, the **International Day of Non-Violence**, observed annually on October 2nd in honor of Mahatma Gandhi, serves as a global reminder of the power of peace, unity, and community-driven solutions in addressing conflict and promoting human dignity; and

WHEREAS, the **Blue Ribbon Task Force** started formal operations and planning in 2014, including the development of a Youth Violence Prevention Plan and the hiring of a Youth Violence Prevention Manager; and

WHEREAS, the **Blue Ribbon Task Force's** aim is to develop prevention methods that address the root causes of violence—including poverty, lack of opportunity, trauma, and limited access to positive outlets, with the vision of creating lasting change; and

WHEREAS, the **Blue Ribbon Task** provides a vital platform for collaboration among youth, parents, educators, community leaders, service providers, and law enforcement to develop meaningful solutions that strengthen community bonds and foster hope; and

WHEREAS, the **Blue Ribbon Task Force** empowers young people with mentorship, education, leadership development, and access to supportive resources that builds resilience, uplifts voices, and creates pathways away from violence and toward opportunity; and

WHEREAS, the **Blue Ribbon Task Force** meets regularly on the third Wednesday of each month to assess progress, share strategies, and strengthen partnerships across the community, ensuring that this work is both sustainable and impactful; and

WHEREAS, the **Blue Ribbon Task Force** by uniting the voices and efforts of all stakeholders including but not limited to the City of Seaside and the Seaside Police Department, reaffirms the collective commitment to create a safe, supportive, and thriving environment where every young person can reach their full potential; and

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, recognizes and honors the **Blue Ribbon Task Force on Youth Violence Prevention (Blue Ribbon Task Force)** for its steadfast dedication to reducing youth violence, building resilient communities, and fostering a culture of non-violence; and

BE IT FURTHER RESOLVED that the County of Monterey Board of Supervisors, proudly joins communities around the world in commemorating the **International Day of Non-Violence**,

October 2, 2025 and extends its gratitude to the members of the **Blue Ribbon Task Force** for their ongoing leadership and service.

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

Item No.5

Board Report

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

Legistar File Number: CR 25-170

October 14, 2025

Introduced: 10/1/2025

Current Status: Ceremonial Resolution

Version: 1

Matter Type: Ceremonial Resolution

Adopt a resolution honoring Last Chance Mercantile on International E-Waste Day, October 14, 2025. (Supervisor Root Askew)

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

Resolution No.:

Adopt a resolution honoring **Last Chance Mercantile** on **International E-Waste Day**, October 14, 2025.

WHEREAS, International E-Waste Day, observed annually on October 14, is a global initiative designed to raise awareness about the growing problem of electronic waste and to promote sustainable practices that extend the life of valuable materials; and

WHEREAS, Last Chance Mercantile has been a beloved reuse store and salvage yard in the community for over 30 years, offering items such as furniture, clothing, tools, sporting goods, art, kitchenware, outdoor recreation gear, and gardening supplies, donated by residents and community institutions, and salvaged from ReGen Monterey’s landfill and recycling plant; and

WHEREAS, reuse represents the highest and most effective use of materials in the waste-management hierarchy after reduction, and **Last Chance Mercantile** diverts over a million pounds of materials from the landfill each year, giving them a second life in the community; and

WHEREAS, Last Chance Mercantile serves as a model facility among communities and waste-management agencies across the country, inspiring similar programs that promote a circular economy; and

WHEREAS, since 2021, **Last Chance Mercantile** has been operated by the Veterans Transition Center, and now provides job training programs at the store, while directing proceeds to housing and supportive services for homeless and previously incarcerated veterans; and

WHEREAS, Last Chance Mercantile was honored with the 2024 Golden Arrow Award from the California Product Stewardship Council for its “dedication to creating a circular economy, educating the community on reuse, and supporting veterans”; and

WHEREAS, the Monterey County Board of Supervisors commends **Last Chance Mercantile** during Zero Waste Month and International E-Waste Day for its many years of public service to the community, its support for local and homeless veterans, its environmental leadership in waste diversion, and its role in providing affordable goods that benefit Monterey County residents;

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, recognize and honor **Last Chance Mercantile** for its extraordinary contributions to environmental sustainability, veteran support, and community service, and declares October 14, 2025, **International E-Waste Day** as a day of recognition for its leadership and positive impact on the residents of Monterey County.

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

Item No.6

Board Report

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

Legistar File Number: CR 25-172

October 14, 2025

Introduced: 10/7/2025

Current Status: Ceremonial Resolution

Version: 1

Matter Type: Ceremonial Resolution

Adopt a resolution honoring the Community Alliance for Safety and Peace (CASP) on the International Day of Non-Violence, October 2, 2025. (Supervisor Root Askew)

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

Resolution No.:

Adopt a resolution honoring the **Community Alliance for Safety and Peace (CASP)** on the **International Day of Non-Violence**, October 2, 2025.

WHEREAS, the **International Day of Non-Violence**, observed each year on October 2nd in honor of the birth anniversary of Mahatma Gandhi, serves as a global call to reject violence in all its forms and to pursue justice and peace through dialogue, collaboration, and compassion; and

WHEREAS, the **Community Alliance for Safety and Peace (CASP)** was established in 2009 through the visionary leadership of Salinas Mayor Dennis Donohue and Monterey County Juvenile Court Judge Jonathan Price, merging the efforts of the City of Salinas' Community Safety Alliance and the Violence Prevention Subcommittee of the Monterey County Children's Council; and

WHEREAS, **CASP** embodies the spirit of the **International Day of Non-Violence** through its steadfast commitment to non-violent solutions, community-centered strategies, and collective leadership that uplifts youth, families, and neighborhoods across Monterey County; and

WHEREAS, **CASP** has since grown into a cross-sector collaboration representing more than 60 member agencies—including education, law enforcement, health, judiciary, local government, youth-serving organizations, and the business and faith communities—all committed to reducing youth violence and transforming the culture of violence affecting Salinas and Monterey County; and

WHEREAS, **CASP** functions as a professional learning community, a policy advisory body, and a networking platform that fosters collaboration, coordination, and shared responsibility in violence prevention, intervention, enforcement, and re-entry efforts; and

WHEREAS, the **CASP** General Assembly—comprised of a multidisciplinary team of leaders—meets twice monthly to assess community needs, develop strategies, and align resources toward the shared vision of a peaceful and thriving community; and

WHEREAS, **CASP's** strategic and data-informed approach to violence reduction includes a comprehensive strategic plan first implemented in 2010 and updated in 2013 and again in 2018, guiding its member agencies in the coordinated use of labor and resources to produce sustainable, community-wide impact; and

WHEREAS, the City of Salinas serves as **CASP's** backbone agency, supporting the General Assembly and three active subcommittees that meet regularly to ensure accountability, continuity, and measurable progress toward the goal of safety, peace, and opportunity for all residents of Salinas and Monterey County.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honors and commends the **Community Alliance for Safety and Peace (CASP)** on the **International Day of Non-Violence**, October 2, 2025, for its unwavering dedication, collaborative leadership, and measurable impact in building safer, healthier, and more hopeful communities; and

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

Item No.7

Board Report

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

Legistar File Number: CR 25-169

October 14, 2025

Introduced: 10/1/2025

Current Status: Ceremonial Resolution

Version: 1

Matter Type: Ceremonial Resolution

Adopt a resolution honoring the City of Marina on its 50th Anniversary. (Supervisor Root Askew)

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

Resolution No.:

Adopt a resolution honoring the **City of Marina** on its **50th Anniversary**.

WHEREAS, the **City of Marina** was incorporated on November 13, 1975, becoming Monterey County’s newest municipality, built upon a legacy of diverse cultures, military service, and a strong sense of community; and

WHEREAS, the **City of Marina** was founded with a vision to create and embraced opportunity, value natural beauty, foster community spirit, and today continues to thrive as a home to residents, businesses, military families, students, and visitors; and

WHEREAS, over the past 50 years, the **City of Marina** has grown from a modest coastal town to a dynamic municipality recognized for its innovative planning, sustainable growth, and commitment to environmental stewardship, economic vitality, and quality of life; and

WHEREAS, the **City of Marina** has benefitted from the rich cultural contributions of its residents, whose diverse backgrounds, traditions, and talents have shaped Marina into a welcoming and inclusive community; and

WHEREAS, the **City of Marina**’s history is deeply intertwined with the former Fort Ord military installation, and the city continues to honor that legacy through its commitment to veterans, its stewardship of Fort Ord lands, and its transformation of former military property into thriving residential, educational, and recreational spaces; and

WHEREAS, the **City of Marina** has earned recognition as a forward-thinking city that invests in infrastructure, parks, housing, and services that benefit future generations, while honoring its past and preserving its small-town character; and

WHEREAS, the **City of Marina** celebrates its **50th Anniversary** in 2025, the Monterey County Board of Supervisors recognizes the city’s rich history, significant achievements, and ongoing contributions to the quality of life for residents throughout the region; and

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, hereby recognize and congratulate the **City of Marina** on the occasion of its **50th Anniversary**, commending its leaders, residents, and community partners for five decades of service, innovation, and stewardship, and extends best wishes for continued prosperity in the decades ahead.

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

Item No.8

Board Report

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

Legistar File Number: APP 25-153

October 14, 2025

Introduced: 10/2/2025

Current Status: Appointment

Version: 1

Matter Type: Appointment

Appoint Jessica McKillip to the Area Agency on Aging Advisory Council representing District 4 as a Primary Representative filling an unexpired term with a term end date of December 31, 2025 (District Specific - District 4, Supervisor Root Askew)



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

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

To: Clerk of the Board's Office
From: Yuri Anderson for Supervisor Wendy Root
RE: Notification to Clerk of Appointment
Board of Supervisors Meeting Date: 10/14/2025

Appointment to the Area Agency on Aging Advisory Council

Nominated Appointee: Jessica McKillip

Nominated by: Supervisor Askew

Representing: District 4 Primary

Reason for Nomination:

- New Term
- Reappointment
- Filling an **Unscheduled / Unexpired Term**
Replacing Member: Kathybelle Barlow
Reason:
 - Resignation
 - Death
 - Term Not Completed
 - Other (explain)

Clerk Noticed of **Unscheduled/Unexpired Term** on: 06/04/2025

Earliest Board of Supervisors' meeting date appointment can be set: 07/04/2025

Term:

Start Date: 10/14/2025

Term End Date: 12/31/2025



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

Area Agency on Aging Advisory Council

Application

Jessica McKillip

District: 4

Initialed Application: Yes

Applicant

First Name: **Jessica**

Middle Initial:

Last Name: **McKillip**

Employment

Occupation: **Nonprofit Transportation service**

Job Title: **Executive Director**

Employer: **Independent Transportation Network Monterey County**

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

Area Agency on Aging Council

Has served on an advisory group before?

Yes

I've been involved in this council since 2018 and value the important work the AAA Council does in the realm of helping older adults and persons with disabilities in our county.

Please tell us about yourself and why you want serve:

I've served as the Executive Director for ITNMontereyCounty since 2018, growing the organization to over 700 member riders, delivering over 110,000 rides since January 2011, and proudly serving on the Mobility Advisory Council for MST and currently the Vice Chair of Monterey County's Area Agency on Aging Council. A

California native raised on a small family farm in the Central Valley, I moved to Monterey in 2000 to attend Cal State Monterey Bay, where I graduated with a dual major in Public Health & Social Work from the Collaborative Health and Human Services Department. My work in the nonprofit sector since 2006 has stretched from operating local farmers markets, expanding a healthy eating education program in after-school programs with at-risk youth, to operating a downtown business district with numerous committee projects in historic Oldtown Salinas. While living on the peninsula for over 25 years, I've volunteered with the Marina Chamber of Commerce and Rotary Club, the Salinas Valley Food & Wine Festival, and the Monterey Young Professionals Group. I'm currently a member of Monterey Cypress Auxiliary Unit 694, and President of Junior League of Monterey County, and I care deeply about making a positive difference in the county.

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

As shared above, I've got a passion to make the community in which I live a better place for everyone - especially those with adverse challenges and limitations. The work the AAA Council does is a wonderful way to ensure that resources and services offered meet the needs of our community.

How did you hear about the position?:

As an active council member during our meeting updates trying to ensure compliance of vacancies and increase involvement.

Please identify any specialized accommodations needed for equal participation:

none



County of Monterey

Item No.9

Board Report

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

Legistar File Number: APP 25-154

October 14, 2025

Introduced: 10/7/2025

Current Status: Appointment

Version: 1

Matter Type: Appointment

Appoint Karen Araujo to Equal Opportunity and Civil Rights Advisory Commission representing Commission on the Status of Women with a term expiration date on December 31, 2027. (Nominated by Adriana Narez-Tapia, Staff Manager, Commission on the Status of Women)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS



To: Clerk of the Board's Office

From: Ruby Jacinto, Civil Rights Office

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: October 14, 2025

Appointment to the **Equal Opportunity and Civil Rights Advisory Commission**

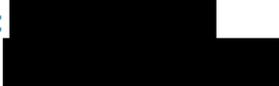
Nominated by **Adriana Narez-Tapia, Staff Manager, Commission on the Status of Women**

Representing **Commission on the Status of Women**

Nominated Appointee:

Name: **Karen Araujo**

Address:



Telephone number(s):

Primary Phone:



Email:



Contact preference: USPS Mail or via Email

Reason for Nomination:

New Appointment

Replacing Member:

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: 10/14/25

Expiration Date: 12/31/27

Karen Elizabeth Smith Araujo: Resume - August 2025

Elder Care Companion and Live-in Assistant - Private Home - Salinas, CA (May 2020 - July 2025)

Manage medical appointments and prescriptions; accompany to doctors and advocate for individual's care needs and rights. Oversee household maintenance, supplies, meal preparation, and groceries. Bill pay. Transportation to activities. Assist in magnifying quality and enjoyment of Life.

Administrative Coordinator/Community Organizer -

Monterey Bay Central Labor Council – Salinas, CA (December 2003 – October 2013; September 2014 - June 2020)

- Supervise and train volunteers from CSU Monterey Bay's Service Learning Institute, County of Monterey Community Service, and local unions
- Craft communications, flyers and informational materials
- Manage database, website, and social media
- Plan meetings, events, and fundraisers
- Create content and run workshop series; lead trainings
- Carry-out community outreach efforts including interfaith organizing; develop programming; coordinate retirees' group; staff phonebanks/precinct walks

Community Relations and Development Coordinator - Interfaith Homeless Emergency Lodging Program (I-HELP)

Outreach Unlimited – Monterey, CA (April 2014 – September 2014)

- Expand and enhance programming and network of individual and group supporters.
- Maintain database, recruit volunteers, handle communications to community partners.
- Create funding plan, solicit donors, seek sources of funding for non-profit contributions, and track organizations finances

Interfaith and Social Justice Community Organizer -

Unitarian Universalist Church of the Monterey Peninsula – Carmel, CA (January 2014 – April 2014)

- Develop community plan in support of the Interfaith Homeless Emergency Lodging Program (I-HELP)
- Maintain database, arrange meetings, handle communications, facilitate group process, interact with media
- Seek donors and solicit sources of funding for non-profit contributions

Special Events Assistant - California State University, Monterey Bay (December 2013 – March 2014)

- Intake auction items for the 2014 Have a Heart for Students Auction & Dinner
- Solicit donations and staff the event including coordinating segment of the onsite volunteers.
- Assist the Special Events Coordinator as needed

Volunteer Coordinator/Campaign Office Supervisor -

Campaign to Re-Elect Jane Parker, Monterey County, CA (March 2012 – June 2012)

- Recruit, coordinate, and train volunteers as directed
- Supervise area Campaign Offices as directed
- Manage database of volunteers and enter phone bank/precinct walking data into online system
- Plan and staff house parties and other special events

Event Planner - Evans & Johnson Meetings/Incentives - Monterey, CA (1995 – 2010)

- Coordinate all aspects of large and small corporate conferences, meetings, and retreats from start to finish
- Develop and oversee team-building activities
- Supervise temporary workers
- Serve as lead onsite staff person

Non-profit Director - Monterey Peace & Justice Center - Seaside, CA (2007 - 2009)

- Recruit and train volunteers
- Develop and carry-out projects with CSU Monterey Bay Service Learners
- Facilitate long-range planning and lead board retreats
- Create, plan, and supervise fundraising
- Manage database and media communications
- Plan and staff programming, speaker forums and special events

EQUIPMENT AND SOFTWARE: Zoom; Google Meet; Microsoft Office Professional (Word, Excel, PowerPoint, Outlook, Paint, Publisher); QuickBooks Premier Non-ProfitA; Voter File Database (PDI, MOE); FileMaker Pro; Drop Box; Google Docs; Private Branch Exchange (PBX); Multi-line phone system, Computer (Mac or PC), Copier/Fax/Scanner

REFERENCES PROVIDED UPON REQUEST

COMMISSION ON THE STATUS OF WOMEN



MONTEREY COUNTY COMMISSION
ON THE STATUS OF WOMEN

10/01/2025

Equal Opportunity and Civil Rights Advisory Commission

Re: Letter of Support for Karen Araujo

Dear Members of the Equal Opportunity and Civil Rights Advisory Commission,

On behalf of the Monterey County Commission on the Status of Women, it is my privilege to offer this letter of support for Karen Araujo in her candidacy for service on the Equal Opportunity and Civil Rights Advisory Commission.

The Commission on the Status of Women is committed to advancing equity, promoting inclusion, and ensuring that women's voices are represented in all areas of civic life. We have had the honor of working alongside Karen in her capacity as Secretary of the commission, where she has consistently demonstrated leadership, dedication, and an unwavering commitment to social justice and community engagement.

Karen brings a wealth of knowledge, compassion, and experience in addressing issues of equity, access, and civil rights. Her collaborative spirit and ability to engage diverse stakeholders reflect the values that both our Commission and your Advisory body uphold.

We are confident that her contributions will strengthen the work of the Equal Opportunity and Civil Rights Advisory Commission and further its mission of advancing fairness and opportunity for all.

We respectfully and wholeheartedly endorse Karen's appointment and look forward to the positive impact her service will have on our community.

Thank you for your consideration.

Sincerely,

Adriana Narez-Tapia

Adriana Narez-Tapia

Staff Manager, Monterey County Commission on the Status of Women

Narez-TapiaAY@countyofmonterey.gov

(831) 755-4447



County of Monterey

Item No.10

Board Report

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

Legistar File Number: OBM 25-149

October 14, 2025

Introduced: 9/2/2025

Current Status: Agenda Ready

Version: 1

Matter Type: Other Board Matters

See Supplemental Sheet



County of Monterey

Item No.11

Board Report

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

Legistar File Number: OBM 25-150

October 14, 2025

Introduced: 9/2/2025

Current Status: Agenda Ready

Version: 1

Matter Type: Other Board Matters

General Public Comments



County of Monterey

Item No.12

Board Report

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

Legistar File Number: 25-704

October 14, 2025

Introduced: 9/30/2025

Current Status: Scheduled AM

Version: 1

Matter Type: General Agenda Item

- a. Receive a presentation by Graham Knaus, CEO of the California State Association of Counties (CSAC) and the California Counties Foundation, on the topic of the William “Bill” Chiat Institute for Excellence in County Government Program followed by the County Administrative Officer (CAO) briefly commenting on the program;
- b. Authorize Paul Danczyk, PhD, Chief Operating Officer of the California Counties Foundation, to distribute certificates of completion to the County’s FY 2024-2025 CSAC program graduates.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive a presentation by Graham Knaus, CEO of the California State Association of Counties (CSAC) and the California Counties Foundation, on the topic of the William “Bill” Chiat Institute for Excellence in County Government Program followed by the County Administrative Officer (CAO) briefly commenting on the program;
- b. Authorize Paul Danczyk, PhD, Chief Operating Officer of the California Counties Foundation, to distribute certificates of completion to the County’s FY 2024-2025 CSAC program graduates.

SUMMARY/DISCUSSION:

In October 2023, the California State Association of Counties (CSAC) officially launched the County of Monterey campus to facilitate its William “Bill” Chiat Institute for Excellence in County Government leadership program. The primary objective of this program is to enhance the capacity and capability of elected officials and senior leaders within the County to effectively address the distinct challenges they encounter, while also providing extraordinary services to the community. In October 2024, CSAC launched the second cohort of 52 participants, who were introduced to a diverse range of topics including Engaging Employees for Success, Emotional Intelligence, Leadership Fundamentals, and Leading Across Generations.

The partnership between CSAC and the County of Monterey underscores a commitment to develop a new generation of leaders who are equipped to navigate the complexities of local government. As counties confront increasingly pressing issues, the CSAC Leadership Program represents a proactive approach to leadership development. Overall, this initiative not only strengthens individual capacity but also aims to produce a ripple effect, ultimately benefiting both the employees and the constituents they serve.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office concurs with the recommendations.

FINANCING:

There is no financial impact to the County of Monterey associated with the proposed actions.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

The proposed recommended action demonstrates the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

- Well-Being and Quality of Life
- Sustainable Infrastructure for the Present and Future
- Safe and Resilient Communities
- Diverse and Thriving Economy
- Dynamic Organization and Employer of Choice

Prepared by: Michael Rosales, Management Analyst II, x6241

Approved by: Andreas Pyper, Director of Human Resources, x5043



County of Monterey

Item No.

Board Report

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

Legistar File Number: 25-704

October 14, 2025

Introduced: 9/30/2025

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

- a. Receive a presentation by Graham Knaus, CEO of the California State Association of Counties (CSAC) and the California Counties Foundation, on the topic of the William “Bill” Chiat Institute for Excellence in County Government Program followed by the County Administrative Officer (CAO) briefly commenting on the program;
- b. Authorize Paul Danczyk, PhD, Chief Operating Officer of the California Counties Foundation, to distribute certificates of completion to the County’s FY 2024-2025 CSAC program graduates.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive a presentation by Graham Knaus, CEO of the California State Association of Counties (CSAC) and the California Counties Foundation, on the topic of the William “Bill” Chiat Institute for Excellence in County Government Program followed by the County Administrative Officer (CAO) briefly commenting on the program;
- b. Authorize Paul Danczyk, PhD, Chief Operating Officer of the California Counties Foundation, to distribute certificates of completion to the County’s FY 2024-2025 CSAC program graduates.

SUMMARY/DISCUSSION:

In October 2023, the California State Association of Counties (CSAC) officially launched the County of Monterey campus to facilitate its William “Bill” Chiat Institute for Excellence in County Government leadership program. The primary objective of this program is to enhance the capacity and capability of elected officials and senior leaders within the County to effectively address the distinct challenges they encounter, while also providing extraordinary services to the community. In October 2024, CSAC launched the second cohort of 52 participants, who were introduced to a diverse range of topics including Engaging Employees for Success, Emotional Intelligence, Leadership Fundamentals, and Leading Across Generations.

The partnership between CSAC and the County of Monterey underscores a commitment to develop a new generation of leaders who are equipped to navigate the complexities of local government. As counties confront increasingly pressing issues, the CSAC Leadership Program represents a proactive approach to leadership development. Overall, this initiative not only strengthens individual capacity but also aims to produce a ripple effect, ultimately benefiting both the employees and the constituents they serve.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office concurs with the recommendations.

FINANCING:

There is no financial impact to the County of Monterey associated with the proposed actions.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

The proposed recommended action demonstrates the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

- Well-Being and Quality of Life
- Sustainable Infrastructure for the Present and Future
- Safe and Resilient Communities
- Diverse and Thriving Economy
- Dynamic Organization and Employer of Choice

Prepared by: Michael Rosales, Management Analyst II, x6241

Approved by: Andreas Pyper, Director of Human Resources, x5043



County of Monterey

Item No.13

Board Report

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

Legistar File Number: 25-708

October 14, 2025

Introduced: 10/3/2025

Current Status: Scheduled PM

Version: 2

Matter Type: General Agenda Item

- a. Authorize remittance by the Auditor-Controller of up to \$1.7 million to the State of California Employment Development Department (“EDD”), for State Disability Insurance (SDI) tax under-withholding, including a late payment penalty and interest, for payroll tax returns filed after October 31, 2022; and
- b. Authorize payment of the SDI tax under-withholding without recoupment from County employees.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize remittance by the Auditor-Controller of up to \$1.7 million to the State of California Employment Development Department (“EDD”), for State Disability Insurance (SDI) tax under-withholding, including a late payment penalty and interest, for payroll tax returns filed after October 31, 2022; and
- b. Authorize payment of the SDI tax under-withholding without recoupment from County employees.

SUMMARY:

The Auditor-Controller’s Office (ACO) recently identified an error in SDI tax calculations, where the 457(b) deferred compensation and CalPERS retirement contributions were inadvertently excluded from taxable wages in calculating SDI tax. This resulted in an estimated under-withheld tax liability of \$1.2 million from approximately 6,500 employees during the period of October 2022 through June 2025. The under-withheld tax is expected to incur approximately \$180,000 in penalties and \$98,000 in interest.

If the recommended action is approved, the County will treat the SDI taxes paid on behalf of County employees as reportable wages in the year paid, subject to payroll tax withholdings.

DISCUSSION:

The County participates in the State Disability Insurance (SDI) Program which provides temporary wage replacement benefits to eligible employees within unions negotiated to participate in the program. For those participating in the SDI program, a deduction based on the SDI tax rate at the time of wage payment is calculated and deducted from the wages subject to SDI tax. The 457(b) deferred compensation contributions and CalPERS retirement contributions were erroneously excluded from the SDI tax calculation.

The total estimated under-withheld tax liability from October 2022 through June 2025 stemming from

the 457(b) deferred compensation contributions and CalPERS retirement contributions subject to SDI tax is \$1.2 million as shown in Exhibit A. This amount is subject to additional penalties and interest approximately, in the amount of \$180,000 and \$98,000, respectively. During this period of October 2022 through June 2025, approximately 6,500 employees to include active and separated, are identified to be under-withheld of SDI tax.

The SDI taxes paid by the County on behalf of the employees are considered reportable wages in the year paid and subject to payroll tax withholdings.

The Auditor-Controller's Office (ACO) plans to implement the adjustment to reportable wages for active employees for the pay period ending on October 17, 2025. The reportable wages will be reflected on the affected County employees' paystub for checks dated October 24, 2025. The ACO will be issuing a formal notification to the employees in advance, providing clear guidance regarding the adjustment.

The ACO will be seeking the Board approval to increase appropriations for remittance to the state.

For separated employees, the County paid SDI tax is subject to be reported on the annual tax reporting form W-2. This requirement will be fulfilled during the calendar year 2025 end W-2 preparation process by the ACO.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Human Resources Department has provided notifications to affected labor unions of the planned adjustment. The ACO has coordinated with the County Administrative Office (CAO) to identify funding source. The Office of County Counsel has reviewed as to form.

FINANCING:

The SDI tax liability remittance will be funded by the County General Fund Compensated Absences Assignment account as identified by the CAO.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

Administrative

The SDI Tax correction update will provide accurate tax reporting of the SDI taxes and ensure integrity in all County actions.

Link to the Strategic Plan:

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

Prepared by: Enedina Garcia, Assistant Auditor-Controller, 784-5960

Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5084

Attachments:

Exhibit A - Summary of SDI Tax Liability by Year



County of Monterey

Item No.

Board Report

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

Legistar File Number: 25-708

October 14, 2025

Introduced: 10/3/2025

Current Status: ATS Review

Version: 2

Matter Type: General Agenda Item

- a. Authorize remittance by the Auditor-Controller of up to \$1.7 million to the State of California Employment Development Department (“EDD”), for State Disability Insurance (SDI) tax under-withholding, including a late payment penalty and interest, for payroll tax returns filed after October 31, 2022; and
- b. Authorize payment of the SDI tax under-withholding without recoupment from County employees.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize remittance by the Auditor-Controller of up to \$1.7 million to the State of California Employment Development Department (“EDD”), for State Disability Insurance (SDI) tax under-withholding, including a late payment penalty and interest, for payroll tax returns filed after October 31, 2022; and
- b. Authorize payment of the SDI tax under-withholding without recoupment from County employees.

SUMMARY:

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If the recommended action is approved, the County will treat the SDI taxes paid on behalf of County employees as reportable wages in the year paid, subject to payroll tax withholdings.

DISCUSSION:

The County participates in the State Disability Insurance (SDI) Program which provides temporary wage replacement benefits to eligible employees within unions negotiated to participate in the program. For those participating in the SDI program, a deduction based on the SDI tax rate at the time of wage payment is calculated and deducted from the wages subject to SDI tax. The 457(b) deferred compensation contributions and CalPERS retirement contributions were erroneously excluded from the SDI tax calculation.

The total estimated under-withheld tax liability from October 2022 through June 2025 stemming from the 457(b) deferred compensation contributions and CalPERS retirement

contributions subject to SDI tax is \$1.2 million as shown in Exhibit A. This amount is subject to additional penalties and interest approximately, in the amount of \$180,000 and \$98,000, respectively. During this period of October 2022 through June 2025, approximately 6,500 employees to include active and separated, are identified to be under-withheld of SDI tax.

The SDI taxes paid by the County on behalf of the employees are considered reportable wages in the year paid and subject to payroll tax withholdings.

The Auditor-Controller’s Office (ACO) plans to implement the adjustment to reportable wages for active employees for the pay period ending on October 17, 2025. The reportable wages will be reflected on the affected County employees’ paystub for checks dated October 24, 2025. The ACO will be issuing a formal notification to the employees in advance, providing clear guidance regarding the adjustment.

The ACO will be seeking the Board approval to increase appropriations for remittance to the state.

For separated employees, the County paid SDI tax is subject to be reported on the annual tax reporting form W-2. This requirement will be fulfilled during the calendar year 2025 end W-2 preparation process by the ACO.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Human Resources Department has provided notifications to affected labor unions of the planned adjustment. The ACO has coordinated with the County Administrative Office (CAO) to identify funding source. The Office of County Counsel has reviewed as to form.

FINANCING:

The SDI tax liability remittance will be funded by the County General Fund Compensated Absences Assignment account as identified by the CAO.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

Administrative

The SDI Tax correction update will provide accurate tax reporting of the SDI taxes and ensure integrity in all County actions.

Link to the Strategic Plan:

Legistar File Number: 25-708

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

Prepared by: Enedina Garcia, Assistant Auditor-Controller, 784-5960

Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5084

Attachments:

Exhibit A - Summary of SDI Tax Liability by Year

DocuSigned by:



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10/6/2025 | 11:08 AM PDT

Exhibit A
Summary of SDI Tax Liability by Year

Year	Quarter	Estimated Tax Liability	Potential 15% Penalty	Interest Rate	Potential Interest	Estimated Total
2022	Q4	\$ 59,698	\$ 8,955	3%	\$ 5,924	\$ 74,577
2023	Q1	59,717	8,958	5%	5,364	74,039
2023	Q2	51,646	7,747	5%	4,156	63,549
2023	Q3	95,632	14,345	7%	11,582	121,559
2023	Q4	82,679	12,402	7%	8,726	103,806
2024	Q1	141,725	21,259	7%	18,129	181,112
2024	Q2	122,171	18,326	7%	12,898	153,395
2024	Q3	141,884	21,283	8%	11,863	175,029
2024	Q4	141,174	21,176	8%	8,791	171,141
2025	Q1	142,334	21,350	8%	6,735	170,419
2025	Q2	139,946	20,992	8%	3,278	164,216
Total		\$ 1,178,606	\$ 176,791		\$ 97,446	\$ 1,452,843

State Disability Insurance Tax

Auditor-Controller's Office

Recommendation

- ▶ Authorize remittance by the Auditor-Controller of up to \$1.7 million to the State of California Employment Development Department (“EDD”), for State Disability insurance (SDI) tax under-withholding, including a late payment penalty and interest, for payroll tax returns filed after October 31, 2022; and
- ▶ Authorize payment of the SDI tax under-withholding without recoupment from County employees

State Disability Insurance Tax

- ▶ County of Monterey participates in the State Disability Insurance (SDI) Program which provides temporary wage replacement benefits to eligible employees within unions negotiated to participate in the program
- ▶ For those participating in the SDI program, a withholding based on the SDI tax rate at the time of wage payment is calculated and withheld from the wages subject to SDI tax
- ▶ County recently discovered that the 457(b) deferred compensation contributions and CalPERS retirement contributions were erroneously excluded from the SDI tax calculation

State Disability Insurance Tax Update

- ▶ On July 1, the Board received an update from the Auditor-Controller's Office (ACO) related to the SDI withholdings
- ▶ The error was corrected by adjusting SDI withholdings effective July 2025
- ▶ However, the County is obligated to remit payment to the State of California for under withholding during the period October 2022 through June 2025
- ▶ For this period, an estimated under-withheld tax liability is \$1.2 million, which will incur approximately \$180,000 in penalties and \$98,000 in interest

Estimated SDI Tax Liability by Tax Year/Quarter

Year	Quarter	Estimated Tax Liability	Potential 15% Penalty	Interest Rate	Potential Interest	Estimated Total
2022	Q4	\$ 59,698	8,955	3%	\$ 5,924	\$ 74,577
2023	Q1	59,717	8,958	5%	5,364	74,039
2023	Q2	51,646	7,747	5%	4,156	63,549
2023	Q3	95,632	14,345	7%	11,582	121,559
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2024	Q1	141,725	21,259	7%	18,129	181,112
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2025	Q1	142,334	21,350	8%	6,735	170,419
2025	Q2	139,946	20,992	8%	3,278	164,216
Total		\$ 1,178,606	\$ 176,791		\$ 97,446	\$ 1,452,843

Estimated Cost Summary

Tax Liability	\$	1,178,606
Penalties and Interest		274,237
Employer Share of Social Security and Medicare Taxes		80,270
		<hr/>
	\$	1,533,113
		<hr/> <hr/>

Remittance Plan

- ▶ Remit the payment to the State by October 31, 2025
- ▶ The ACO will amend affected quarterly returns within the statute of limitations, which will include 4th quarter of 2022, all four quarters of 2023, 2024, and first two quarters of 2025 (Q1 & Q2)
 - ▶ If the recommendation is approved, the County absorbs the cost of tax under-withholding on behalf of the employees without seeking recoupment from employees
 - ▶ Penalties and Interest on the outstanding taxes will be paid at the time the amended quarterly returns are remitted.

Return to your Board October 21, 2025

- ▶ The ACO will return to your Board requesting an increase in appropriations to remit payment to EDD
- ▶ The County Administrative Office has identified the funding source to be the General Fund Compensated Absences Assignment account

Active/Separated Employee Count

	# of EEs	%	Tax Liability	%
Active	4,740	74%	\$1,049,281	89%
Separated	1,629	26%	\$129,436	11%
Totals	6,369	100%	\$1,178,717	100%

Adjustment - Current Active Employees

The SDI taxes paid by the County on behalf of the employees are considered reportable wages in the year paid and subject to tax withholdings

The ACO will implement this adjustment to reportable wages for active employees for the

- ▶ Pay period ending October 17, 2025
- ▶ Pay stub for checks dated October 24, 2025
 - ▶ Will reflect “County Paid SDI” and associated tax withholdings
- ▶ The ACO will provide prior notification of the adjustment to the County employees

Adjustment - Separated Employees

- ▶ For separated employees, Reportable wages will be added to the employees' Wage & Tax Statement (IRS W-2 Form)
- ▶ To be completed as part of the 2025 calendar year end process

Recommendation

- ▶ Authorize remittance by the Auditor-Controller of up to \$1.7 million to the State of California Employment Development Department (“EDD”), for State Disability insurance (SDI) tax under-withholding, including a late payment penalty and interest, for payroll tax returns filed after October 31, 2022; and
- ▶ Authorize payment of the SDI tax under-withholding without recoupment from County employees



County of Monterey

Item No.14

Board Report

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

Legistar File Number: RES 25-148

October 14, 2025

Introduced: 10/3/2025

Current Status: Scheduled PM

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:

- a. Receive an update from the County Departments of Health, Social Services, and Natividad on proposed outreach, education, marketing, and application assistance plan to mitigate impacts from State and Federal policy changes on Medi-Cal;
- b. Amend the Health Department's Health Administration Bureau's Fiscal Year (FY) 2025-26 Adopted Budget (001-4000-8600-HEA014) to increase appropriations by \$250,000 financed by a reduction in the contingencies appropriation (001-1050-CAO020-8034) to provide funding for Medi-Cal Outreach and Education to residents (4/5ths vote required); and
- c. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2025-26 Health Administration Bureau's Adopted Budget (001-4000-8600-HEA014) (4/5ths vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution to:

- a. Receive an update from the County Departments of Health, Social Services, and Natividad on proposed outreach, education, marketing, and application assistance plan to mitigate impacts from State and Federal policy changes on Medi-Cal;
- b. Amend the Health Department's Health Administration Bureau's Fiscal Year (FY) 2025-26 Adopted Budget (001-4000-8600-HEA014) to increase appropriations by \$250,000, financed by a reduction in the contingencies appropriation (001-1050-CAO020-8034) to provide funding for Medi-Cal Outreach and Education to residents (4/5ths vote required); and
- c. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2025-26 Health Administration Bureau's Adopted Budget (001-4000-8600-HEA014) (4/5ths vote required).

SUMMARY/DISCUSSION:

On September 30, 2025, the Board of Supervisors received an update on recent State and Federal policy changes to Medi-Cal that impact Monterey County residents. Following this update, the Board provided preliminary direction and authorized up to \$250,000 to develop and implement an outreach and media strategy to help residents apply for Medi-Cal through December 31, 2025, before enrollment cap takes effect for Unsatisfactory Immigration Status enrollment on January 1, 2026.

County staff will work with local community-based organizations and marketing experts to develop strategies, budget, and timeline for implementation of activities. The Health Department will serve as

the lead for the County of Monterey and execute County standard agreements with eligible organizations.

The proposed approach focuses on three main areas of work: training, outreach and engagement, and media strategies. Following is a summary of activities/deliverables and proposed budget amount per area of work.

Areas of Work

Training of Community Health Workers and CBO Staff

- Identify local Community Based Organizations (CBOs) with existing Community Health Worker (CHW) programs OR have an active BenefitsCal account with DSS to assess interest in conducting coordinated direct outreach and support across Monterey County.
- Train identified CHWs and partner staff on State and Federal Policy changes on the Medi-cal program and how to complete the Medi-cal application. Additionally, provide a refresher on available healthcare and other services and resources.

Community Outreach and Education

- Contract CBOs with existing Community Health Worker (CHW) programs OR have an active BenefitsCal account with DSS to provide outreach, education, and application assistance support for residents, prioritizing application assistance for residents with “Unsatisfactory Immigration Status”.
- Contracted CBO will also help residents navigate additional resources to ensure access to care and services.

Media Strategy

- In partnership with the County’s Public Information Office, the Department of Social Services, the County Health Department, and Natividad,, develop key bilingual messages to clarify State and Federal Policy changes and actions residents need to take to seek application assistance support.
- Launch a broad campaign using outlets, which may include traditional media, social media, and direct methods (e.g., text messaging).
- Strengthen messaging as needed to increase the visibility of outreach and education efforts.

Budget & Deliverables

Training: \$5,000 - \$10,000 for training staff, partners, and CHWs on upcoming changes to Medi-Cal and application assistance, as well as providing a refresher on available healthcare services and other community resources. .

Community Outreach and Engagement: \$190,000 - \$195,000 to conduct outreach and education, provide application assistance, and link residents to legal aid and other resources, as appropriate. Deliverables will include tracking reach at outreach events and one-on-one resident encounters. Specific deliverables to be refined during contracting process.

Media Strategy: \$50,000 - \$60,000 to develop of creative content, implement media campaign, including placements, and deployment of social media marketing.

The proposed strategies balance immediate outreach and education needs with longer-term capacity building, ensuring residents are supported through enrollment process and ongoing access to services. Unspent funds at year-end will be carried forward and may be used through the end of the fiscal year (June, 2026) to continue supporting residents, particularly as new policy changes-such as work requirements and renewal processes-take effect in 2027.

Funding for this project will be supplied from the reserve for contingencies (001-1050-8034-CAO020), which requires appropriation of the funds to the Health Administration Bureau's FY 2025-26 Adopted Budget. The Department requires an increase in appropriations for these costs, as they are not included in the current Adopted Budget. Due to the timing of this item, and direction from the Board to bring it back within two weeks, this item is being presented to the Board of Supervisors.

This work supports the Monterey County Health Department's 2025-2028 Strategic Plan, Goal 1: Build Community Power and Partners' Capacity to Increase Equity and Improve Health, particularly Objectives 1.2 (energize cross-sector partners to advance equitable policy and systems changes) and 1.3 (improve the Department's information dissemination to diverse communities and sectors by building trusted partners' capacity to reach priority populations and enhancing the Department's ability to deliver clear, accessible information). Together, these actions advance health equity, strengthen community power, and prepare residents for upcoming Medi-Cal policy changes in 2026 and 2027.

Additionally, this work supports Goal 2: Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services, specifically Objective 2.2 (increase accessibility of medical, dental, mental health, and substance use services, especially for underserved communities) by helping ensure that Monterey County residents- particularly those who have historically faced barriers to care-can more easily access the health services they need, thereby supporting equitable, person-centered care.

It also supports the following of the ten essential public health services, specifically, 4. Mobilize community partnerships and action to identify and solve health problems; 5. Develop policies and plans that support individual and community health efforts.

OTHER AGENCY INVOLVEMENT:

Natividad and the Department of Social Services are involved in the development and implementation of proposed draft plan. County staff will work collaboratively to identify community based organizations and other agencies to support implementation of strategies.

FINANCING:

The impact to the General Fund in Fiscal Year 2025-26 will be \$250,000, which will be financed by a reduction in the contingencies appropriation (001-1050-CAO020-8034), and a corresponding increase in appropriations in the Health Department Administration Bureau's FY 2025-26 Adopted

Budget (001-4000-8600-HEA014) to provide the budget capacity for these services.

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
- Administrative

Prepared by: Karla Tinajero, Finance Manager II, 755-4963

Reviewed by: Miriam Mendoza, Finance Manager III, 755 4622

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report

Resolution



County of Monterey

Item No.

Board Report

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

Legistar File Number: RES 25-148

October 14, 2025

Introduced: 10/3/2025

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:

- a. Receive an update from the County Departments of Health, Social Services, and Natividad on proposed outreach, education, marketing, and application assistance plan to mitigate impacts from State and Federal policy changes on Medi-Cal;
- b. Amend the Health Department's Health Administration Bureau's Fiscal Year (FY) 2025-26 Adopted Budget (001-4000-8600-HEA014) to increase appropriations by \$250,000, financed by a reduction in the contingencies appropriation (001-1050-CAO020-8034) to provide funding for Medi-Cal Outreach and Education to residents (4/5ths vote required); and
- c. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2025-26 Health Administration Bureau's Adopted Budget (001-4000-8600-HEA014) (4/5ths vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution to:

- a. Receive an update from the County Departments of Health, Social Services, and Natividad on proposed outreach, education, marketing, and application assistance plan to mitigate impacts from State and Federal policy changes on Medi-Cal;
- b. Amend the Health Department's Health Administration Bureau's Fiscal Year (FY) 2025-26 Adopted Budget (001-4000-8600-HEA014) to increase appropriations by \$250,000, financed by a reduction in the contingencies appropriation (001-1050-CAO020-8034) to provide funding for Medi-Cal Outreach and Education to residents (4/5ths vote required); and
- c. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2025-26 Health Administration Bureau's Adopted Budget (001-4000-8600-HEA014) (4/5ths vote required).

SUMMARY/DISCUSSION:

On September 30, 2025, the Board of Supervisors received an update on recent State and Federal policy changes to Medi-Cal that impact Monterey County residents. Following this update, the Board provided preliminary direction and authorized up to \$250,000 to develop and implement an outreach and media strategy to help residents apply for Medi-Cal through December 31, 2025, before enrollment cap takes effect for Unsatisfactory Immigration Status enrollment on January 1, 2026.

County staff will work with local community-based organizations and marketing experts to develop strategies, budget, and timeline for implementation of activities. The Health Department will serve as the lead for the County of Monterey and execute County standard agreements with eligible

organizations.

The proposed approach focuses on three main areas of work: training, outreach and engagement, and media strategies. Following is a summary of activities/deliverables and proposed budget amount per area of work.

Areas of Work

Training of Community Health Workers and CBO Staff

- Identify local Community Based Organizations (CBOs) with existing Community Health Worker (CHW) programs OR have an active BenefitsCal account with DSS to assess interest in conducting coordinated direct outreach and support across Monterey County.
- Train identified CHWs and partner staff on State and Federal Policy changes on the Medi-cal program and how to complete the Medi-cal application. Additionally, provide a refresher on available healthcare and other services and resources.

Community Outreach and Education

- Contract CBOs with existing Community Health Worker (CHW) programs OR have an active BenefitsCal account with DSS to provide outreach, education, and application assistance support for residents, prioritizing application assistance for residents with “Unsatisfactory Immigration Status”.
- Contracted CBO will also help residents navigate additional resources to ensure access to care and services.

Media Strategy

- In partnership with the County’s Public Information Office, the Department of Social Services, the County Health Department, and Natividad,, develop key bilingual messages to clarify State and Federal Policy changes and actions residents need to take to seek application assistance support.
- Launch a broad campaign using outlets, which may include traditional media, social media, and direct methods (e.g., text messaging).
- Strengthen messaging as needed to increase the visibility of outreach and education efforts.

Budget & Deliverables

Training: \$5,000 - \$10,000 for training staff, partners, and CHWs on upcoming changes to Medi-Cal and application assistance, as well as providing a refresher on available healthcare services and other community resources. .

Community Outreach and Engagement: \$190,000 - \$195,000 to conduct outreach and education, provide application assistance, and link residents to legal aid and other resources, as appropriate. Deliverables will include tracking reach at outreach events and one-on-one resident encounters. Specific deliverables to be refined during contracting process.

Media Strategy: \$50,000 - \$60,000 to develop of creative content, implement media campaign, including placements, and deployment of social media marketing.

The proposed strategies balance immediate outreach and education needs with longer-term capacity building, ensuring residents are supported through enrollment process and ongoing access to services. Unspent funds at year-end will be carried forward and may be used through the end of the fiscal year (June, 2026) to continue supporting residents, particularly as new policy changes-such as work requirements and renewal processes-take effect in 2027.

Funding for this project will be supplied from the reserve for contingencies (001-1050-8034-CAO020), which requires appropriation of the funds to the Health Administration Bureau's FY 2025-26 Adopted Budget. The Department requires an increase in appropriations for these costs, as they are not included in the current Adopted Budget. Due to the timing of this item, and direction from the Board to bring it back within two weeks, this item is being presented to the Board of Supervisors.

This work supports the Monterey County Health Department's 2025-2028 Strategic Plan, Goal 1: Build Community Power and Partners' Capacity to Increase Equity and Improve Health, particularly Objectives 1.2 (energize cross-sector partners to advance equitable policy and systems changes) and 1.3 (improve the Department's information dissemination to diverse communities and sectors by building trusted partners' capacity to reach priority populations and enhancing the Department's ability to deliver clear, accessible information). Together, these actions advance health equity, strengthen community power, and prepare residents for upcoming Medi-Cal policy changes in 2026 and 2027.

Additionally, this work supports Goal 2: Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services, specifically Objective 2.2 (increase accessibility of medical, dental, mental health, and substance use services, especially for underserved communities) by helping ensure that Monterey County residents- particularly those who have historically faced barriers to care-can more easily access the health services they need, thereby supporting equitable, person-centered care.

It also supports the following of the ten essential public health services, specifically, 4. Mobilize community partnerships and action to identify and solve health problems; 5. Develop policies and plans that support individual and community health efforts.

OTHER AGENCY INVOLVEMENT:

Natividad and the Department of Social Services are involved in the development and implementation of proposed draft plan. County staff will work collaboratively to identify community based organizations and other agencies to support implementation of strategies.

FINANCING:

The impact to the General Fund in Fiscal Year 2025-26 will be \$250,000, which will be financed by a reduction in the contingencies appropriation (001-1050-CAO020-8034)., and a corresponding increase in appropriations in the Health Department Administration Bureau's FY 2025-26 Adopted Budget (001-4000-8600-HEA014) to provide the budget capacity for these services.

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
- Administrative

Prepared by: Karla Tinajero, Finance Manager II, 755-4963

Reviewed by: Miriam Mendoza, Finance Manager III, 755 4622

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report

Resolution

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

- a. Receive an update from the County Departments of Health, Social Services, and Natividad on proposed outreach, education, marketing, and application assistance plan to mitigate impacts from State and Federal policy changes on Medi-Cal;
- b. Amend the Health Department’s Health Administration Bureau’s Fiscal Year (FY) 2025-26 Adopted Budget (001-4000-8600-HEA014) to increase appropriations by \$250,000, financed by a reduction in the contingencies appropriation (001-1050-CAO020-8034) to provide funding for Medi-Cal Outreach and Education to residents (4/5ths vote required); and
- c. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2025-26 Health Administration Bureau’s Adopted Budget (001-4000-8600-HEA014) (4/5ths vote required).

WHEREAS, on September 30, 2025, the Board of Supervisors received an update on recent State and Federal policy changes to Medi-Cal that impact Monterey County residents, and provided preliminary direction and authorized up to \$250,000 to develop and implement an outreach and media strategy to help residents apply for Medi-Cal through December 31, 2025, before enrollment cap takes effect for Unsatisfactory Immigration Status enrollment on January 1, 2026.

WHEREAS, County staff will work with local community-based organizations and marketing experts to develop strategies, a budget, and a timeline for implementation of activities.

WHEREAS, the proposed approach focuses on three main areas of work: training, outreach and engagement, and media strategies, with \$10,000-\$15,000 allotted for training, \$125,000 - \$150,000 allotted for outreach, and \$75,000-\$100,000 allotted for media strategy.

WHEREAS, the proposed strategies balance immediate outreach and educational needs with longer-term capacity building, ensuring residents are supported through the enrollment process and ongoing access to services.

WHEREAS, unspent funds at year-end will be carried forward into calendar 2026 to continue supporting residents, particularly as new policy changes, such as work requirements and renewal processes, take effect in 2027.

WHEREAS, funding for this project will be supplied from the reserve for contingencies (001-1050-8034-CAO020), which requires appropriation of the funds to the Health Administration Bureau’s FY 2025-26 Adopted Budget. The Department requires an increase in appropriations for

these costs, as they are not included in the current Adopted Budget.

NOW, THEREFORE,

BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follows:

- a. The County Departments of Health, Social Services, and Natividad on provided an update on the proposed outreach, education, marketing, and application assistance plan to mitigate impacts from State and Federal policy changes on Medi-cal;
- b. The Health Department’s Health Administration Bureau’s Fiscal Year (FY) 2025-26 Adopted Budget (001-4000-8600-HEA014) is hereby amended increasing appropriations by \$250,000, financed by a reduction in the contingencies appropriation (001-1050-CAO020-8034) to provide funding for Medi-Cal Outreach and Education to residents (4/5ths vote required); and
- c. The Auditor-Controller is authorized and directed to incorporate the approved appropriations increase to the FY 2025-26 Budget, and the County Administrative Office to reflect the approved change in the FY 2025-26 Health Administration Bureau’s Adopted Budget (001-4000-8600-HEA014) (4/5ths vote required).

PASSED AND ADOPTED on this ____day of _____, 2025, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

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

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

By _____
, Deputy



County of Monterey

Item No.15

Board Report

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

Legistar File Number: 25-727

October 14, 2025

Introduced: 10/9/2025

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Consider approval of the employment agreement with Ray Buenaventura as Public Defender for the County of Monterey and authorize the Chair of the Board to execute the agreement.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve the employment agreement with Ray Buenaventura as Public Defender for the County of Monterey; and,
- b. Authorize the Chair of the Board to execute the agreement.

SUMMARY:

The County of Monterey retained Bob Murray & Associates to conduct an open, nationwide, competitive recruitment for the position of Public Defender. After conducting the selection process, it is recommended that the employment agreement for Ray Buenaventura as the Public Defender be approved and executed.

DISCUSSION:

The Public Defender is responsible for the development, administration, and direction of the County's program for legal defense for those needing services as mandated in California Government Code, section 27706.

The Board of Supervisors recently selected Ray Buenaventura as Public Defender. It is necessary and appropriate to authorize the execution of an employment agreement for Mr. Buenaventura's services, pursuant to Government Code section, 27703 et seq. and Monterey County Code, section 2.22.020: Appointment. The terms of the agreement have been negotiated by and are satisfactory to the County and Mr. Buenaventura. The terms are consistent with Step 3 of the County's published salary schedule for the position and the County's Personnel Policies and Practices Resolution No. 98-394.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The County Administrative Officer reviewed and concurs with the recommended actions. The Office of the County Counsel approves the employment agreement as to form.

FINANCING:

Costs associated with this agreement are included in the FY 2025-26 Adopted Budget for the Office of the Public Defender.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

The appointment of a Public Defender will allow for the management and oversight of operational activities at the Office of the Public Defender.

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

Administrative: This report references the following applicable codes and resolutions. Associated links are attached to this report for reference.

- California Government Code, section 27706
- California Government Code, section 27703 et seq.
- Monterey County Code, section 2.22.020
- County's Personnel Policies and Practices Resolution No. 98-394.

Prepared by: Karina Bokanovich, Management Analyst

Approved by: Sonia M. De La Rosa, County Administrative Officer

Attachments:

Employment Agreement

Links to associated Codes and Resolution

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of the date set forth below by and between the COUNTY of MONTEREY ("County" or "Employer"), and Raymond Buenaventura ("Employee"), and collectively, the "Parties".

By execution of this Agreement, Raymond Buenaventura is hereby appointed Public Defender of the County of Monterey pursuant to the laws of the State of California and the Monterey County Code.

1. **Employment.** Subject to the terms and conditions of this Agreement and all applicable federal, state, and local laws, rules, regulations, policies, practices, and procedures, The County hereby employs Ray Buenaventura as the Public Defender. Ray Buenaventura accepts such employment subject to the terms of this Agreement.

Pursuant to State law and County Code, Employee is appointed by the Board of Supervisors. Management and Supervision of Employee will be by the Board of Supervisors, and the County Administrative Officer and her Chief Assistant. The parties recognize that Employee is an Attorney-at-Law and as Public Defender may have individual clients with whom he has an attorney-client relationship. However, this relationship does not preclude inquiry and management by the Employer into Employee's management of and the practices of the Public Defender Office.

2. **Employment Policies, Practices, and Procedures.** Except to the extent that are inconsistent with the terms and conditions of this Agreement, all the County's employment policies, practices, and procedures, including, but not limited to, policies, practices, and procedures about promotion, discipline, grievances, layoff, and payment and provision of compensation, benefits, and retirement, shall control. In the event of any inconsistency between the terms of this Agreement and the County's personnel policies, practices, and procedures, the provisions of this Agreement shall control. Employee will be provided information about these polices, practices, and procedures during Human Resources "onboarding" and otherwise as appropriate.
3. **Term of Agreement.** This Agreement shall be in full force and effect on December 1, 2025, and shall remain in full force and effect until December 1, 2029, unless otherwise terminated or altered pursuant to the terms of this Agreement. The Employee shall assume the duties of Public Defender on December 1, 2025. If the Parties so desire, the Board of Supervisors and the Employee may negotiate a new employment agreement, subject to mutually agreeable terms and provisions, at any time. Either party may initiate contract negotiations.

4. **Compensation and Employee Benefits.**

- A. **Compensation and Benefits:** Salary upon assumption of the duties of the Public Defender will be at Step 3 of the County's current Salary Schedule for the

classification of Public Defender, which is \$22,770 per month or \$273,245 annually. The Employee is entitled to the same salary changes and advances as other "Y" unit County employees. The Employee recognizes that they are a full-time executive-level employee expected to work regular business hours and often more than regular business hours without additional compensation.

- B. Executive Management Benefits:** The Employee shall be entitled to benefits of employment generally available to executive management officers and employees of the County, as described on the attached Employee Benefit Summary (Exhibit A), and as usually available to Y-Unit executive management officers and employees, including, but not limited to, annual leave, professional leave, administrative leave, holidays, retirement, medical insurance (health, dental, and vision), vehicle allowance, management expense allowance, professional expense allowance, and cell phone allowance. The benefits described in this Section are subject to adjustment by the Board of Supervisors in accordance with the County's policies, practices, and procedures relating to the executive management officers and employees of the County.
- C. Business Expenses:** The Employee's reasonable business expenses, when incurred within the course and scope of the performance of the duties of Public Defender, shall be reimbursed in accordance with the then-current applicable County policies and procedures.

5. **Term, Termination and Status.**

- A. Status of Employee – At-Will:** In executing this Agreement, the Employee acknowledges explicitly that their employment status pursuant to this Agreement, and state law is "At-Will" subject only to the terms and conditions contained or specifically referenced herein. It is expressly agreed by the parties hereto that no work, act, commission, or omission of the Employee or the County shall be construed to make or render the Employee's status anything but "At Will." "At-Will" shall mean serving at the pleasure of the Board of Supervisors, which service and employment may be terminated at any time, for any reason, and/or for no reason.
- B. Termination by Notice:** This Agreement may be terminated at any time in the following manner:
 - 1. By mutual agreement of the Parties as outlined in writing;
 - 2. By the Employee giving the County not less than ninety (90) days' advance written notice of termination; or
 - 3. By the County giving written notice of termination to the Employee, the termination shall be effective immediately upon the giving of notice or on such other date specified in the notice of termination.
- C. Outside Employment:** No outside employment shall be undertaken by the Employee that does or may present a conflict of interest, or that has or may have the appearance of a conflict of interest with the duties and obligations of

the Employee under the provisions of this Agreement. No outside employment may be undertaken without the consent of the Chair of the Board of Supervisors.

6. **Notices.**

Any notice provided under the terms of this Agreement shall be delivered personally or by first-class, postage-prepaid mail to the County of Monterey Board of Supervisors and the Employee at the addresses listed below, or at such other addressees that either the County or the Employee may designate, in writing.

County of Monterey Board of Supervisors
Attention: Chair of the Board of Supervisors
168 W. Alisal St.
Salinas, CA 93901-2680

Ray Buenaventura



7. **Evaluations.**

The Board of Supervisors and the Employee shall mutually develop goals and objectives for the basis of the Employee's performance evaluation within the first six (6) months of the term of this Agreement. At approximately six (6) months into the Employee's employment (May , 2026), the Board of Supervisors will conduct a performance evaluation with consideration of an increase to the Employee's compensation to Step 4 of the County's current Salary Schedule for the classification of Public Defender, which is \$288,271 annually.

After the Employee's first performance evaluation, the Board of Supervisors shall evaluate the Employee's performance as Public Defender at intervals of approximately six (6) months commencing in December 2026. The Board of Supervisors anticipates performing the Employee's annual evaluation each December and the mid-year evaluation each June. Evaluations may be undertaken more frequently at the discretion of the Employee or the Board of Supervisors.

8. **General Provisions.**

- A. **Compliance with Applicable Law.** The Parties shall comply with all applicable federal, state, and local laws, rules, regulations, policies, practices, and procedures in performing this Agreement.
- B. **Discrimination, Sexual Harassment, Workplace Violence and Other County Policies:** The County's has policies that prohibit discrimination in any of its forms, including sexual harassment, and which forbids violence in the workplace or anywhere else having a nexus with the workplace. The

Employee's signature on this Agreement constitutes the Employee's promise to remain informed regarding such policies and to comply therewith fully. The Employee shall comply with the County's regulations, ordinances, policies, and procedures as adopted or amended from time to time, whether referenced in this Agreement or not.

- C. **Conflicts of Interest:** The Employee represents that they presently have no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner with the performance of the professional services required under this Agreement, or with State law or State Bar rules and regulations. In addition, the Employee shall always comply with Government Code section 1090 and the California Political Reform Act and its associated regulations.
- D. **Review and Execution of Agreement.** Each party acknowledges that it has had the opportunity to read this Agreement and to consult with legal counsel of its choice concerning the terms, conditions, obligations, duties, and responsibilities outlined in this Agreement, and that each party executes this Agreement based on its own analysis and not upon the representations of the other party.
- E. **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the Employee.
- F. **Waiver:** 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.
- G. **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California.
- H. **Integration:** This Agreement represents the entire Agreement between the County and the Employee 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 Employee as of the effective date of this Agreement.
- I. **Incorporation of Exhibits and Recitals:** All exhibits referred to in this Agreement are an integral part of this Agreement and are incorporated in this Agreement by this reference as though outlined in full at this point.
- J. **Severability:** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. Suppose any provision of this Agreement is held to be invalid in a court of law. In that case, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties after the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the Parties have executed this day and year written below.

Dated: October ____, 2025

By:

Chris Lopez, Chair
County of Monterey Board of Supervisors

Dated: October ____, 2025

By:

Raymond Buenaventura

APPROVED AS TO FORM:

Susan Blich
County Counsel

EXHIBIT A

LINKS TO CODES AND RESOLUTION

California Government Code, section 27706

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=27706.&lawCode=GOV

California Government Code, section 27703 et seq.

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=27703.&lawCode=GOV

Monterey County Code, section 2.22.020

https://library.municode.com/ca/monterey_county/codes/code_of_ordinances?nodeId=TI T2AD_CH2.22PUDE_2.22.020AP

County's Personnel Policies and Practices Resolution No. 98-394

<https://www.countyofmonterey.gov/home/showdocument?id=126913>



County of Monterey

Item No.16

Board Report

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

Legistar File Number: 25-734

October 14, 2025

Introduced: 10/9/2025

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Consider the recommendations of the Measure AA Ad Hoc Committee to dissolve the existing Ad Hoc Committee, establish a new standing committee of the Board in its place, appoint the current Ad Hoc Committee members as the initial supervisorial representatives on the new standing committee through December 31, 2026, direct that beginning January 2027, one Measure AA Standing Committee appointment shall rotate among the Supervisors representing Districts 2, 3 or 5, with the other seat rotating among all Supervisors and provide direction as deemed appropriate. (REVISED VIA SUPPLEMENTAL)

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Consider the Measure AA Ad Hoc Committee's recommendation to dissolve the Ad Hoc Committee and reestablish it as a standing committee of the Board;
- b. Appoint the current Ad Hoc Committee members as the initial supervisorial representatives to the new standing committee through December 31, 2026; and
- c. Direct that beginning January 2027, one Measure AA Standing Committee appointment shall rotate among the Supervisors representing Districts 2, 3, or 5, who primarily serve unincorporated communities, with the other seat rotating among all Supervisors; and,
- d. Provide additional direction, as appropriate.

SUMMARY:

The Measure AA Ad Hoc Committee was established by the Board of Supervisors on January 7, 2025, following voter approval of Measure AA in November 2024-a 1% sales tax dedicated to general government purposes and consumption within unincorporated areas of Monterey County. On January 14, 2025, the Board appointed Supervisors from Districts 2 and 3 to serve on the committee. In August 2025, recognizing the ongoing need for the committee's work, the Board directed staff to explore transitioning it into a standing committee. In response, the Ad Hoc Committee now recommends its formal dissolution and reconstitution as the Measure AA Standing Committee. This change reflects the long-term nature of its responsibilities, which include monitoring revenues, assessing projections, and reviewing projects for potential funding-tasks that warrant continued oversight and public engagement.

DISCUSSION:

On January 7, 2025, the Board of Supervisors established an Ad Hoc Committee. It appointed Board members from Supervisorial Districts 2 and 3 on January 14, 2025, to develop recommendations on the use of Measure AA revenue for general governmental purposes in unincorporated Monterey County and to advise on the structure of a future citizens' oversight committee.

On August 26, 2025, the Board directed staff to return with recommendations to establish both a standing committee to review budget requests and citizens' oversight committee to oversee related expenditures.

Approval of the recommended actions will dissolve the current Measure AA Ad Hoc Committee and reconstitute it as a standing committee of the Board, retaining the current members from Districts 2 and 3. The new standing committee will be subject to the California Open Meeting Law (the Brown Act, Government Code section 54950 et seq.). Starting in January 2027, committee membership will follow the Board's Standing Committee Rotation Schedule;

However, the Ad Hoc Committee proposes that because Measure AA funding and programs primarily serve unincorporated communities, beginning January 2027, one committee seat appointment shall rotate among the Supervisors representing those areas (Districts 2, 3, or 5), with the other seat appointment rotating among all Supervisors. ~~One seat is proposed to rotate among districts with the largest unincorporated populations, while the other would rotate sequentially among all districts which would be noted in the rotation schedule..~~ (REVISED VIA SUPPLEMENTAL)

Keeping the current members in place during the transition will help continue oversight of Measure AA revenues, refine general revenue allocations, and strengthen long-term revenue projections. These members will also help define the standing committee's purpose and shape the formation of a citizens' oversight committee.

Following approval, the County Administrative Office will update the Boards, Committees, and Commissions appointments list accordingly.

Staff will return at a future meeting to request formal establishment of the citizens' oversight committee.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office coordinated with the Office of County Counsel on the development of this report. The Ad Hoc Committee provided the proposed recommendations.

FINANCING:

There is no impact on the General Fund associated with the recommended action.

Prepared by: Karina Bokanovich, Management Analyst III

Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer



County of Monterey

Item No.16

Board Report

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

Legistar File Number: 25-734

October 14, 2025

Introduced: 10/9/2025

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Consider the recommendations of the Measure AA Ad Hoc Committee to dissolve the existing Ad Hoc Committee, establish a new standing committee of the Board in its place, appoint the current Ad Hoc Committee members as the initial supervisorial representatives on the new standing committee through December 31, 2026, and provide direction as deemed appropriate.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Consider the Measure AA Ad Hoc Committee's recommendation to dissolve the Ad Hoc Committee and reestablish it as a standing committee of the Board;
- b. Appoint the current Ad Hoc Committee members as the initial supervisorial representatives to the new standing committee through December 31, 2026; and
- c. Provide additional direction, as appropriate.

SUMMARY:

The Measure AA Ad Hoc Committee was established by the Board of Supervisors on January 7, 2025, following voter approval of Measure AA in November 2024—a 1% sales tax dedicated to general government purposes and consumption within unincorporated areas of Monterey County. On January 14, 2025, the Board appointed Supervisors from Districts 2 and 3 to serve on the committee. In August 2025, recognizing the ongoing need for the committee's work, the Board directed staff to explore transitioning it into a standing committee. In response, the Ad Hoc Committee now recommends its formal dissolution and reconstitution as the Measure AA Standing Committee. This change reflects the long-term nature of its responsibilities, which include monitoring revenues, assessing projections, and reviewing projects for potential funding-tasks that warrant continued oversight and public engagement.

DISCUSSION:

On January 7, 2025, the Board of Supervisors established an Ad Hoc Committee. It appointed Board members from Supervisorial Districts 2 and 3 on January 14, 2025, to develop recommendations on the use of Measure AA revenue for general governmental purposes in unincorporated Monterey County and to advise on the structure of a future citizens' oversight committee.

On August 26, 2025, the Board directed staff to return with recommendations to establish both a standing committee to review budget requests and citizens' oversight committee to oversee related expenditures.

Approval of the recommended actions will dissolve the current Measure AA Ad Hoc Committee and reconstitute it as a standing committee of the Board, retaining the current members from Districts 2 and 3.

The new standing committee will be subject to the California Open Meeting Law (the Brown Act, Government Code section 54950 et seq.). Starting in January 2027, committee membership will follow the Board's Standing Committee Rotation Schedule. One seat is proposed to rotate among districts with the largest unincorporated populations, while the other would rotate sequentially among all districts.

Keeping the current members in place during the transition will help continue oversight of Measure AA revenues, refine general revenue allocations, and strengthen long-term revenue projections. These members will also help define the standing committee's purpose and shape the formation of a citizens' oversight committee.

Following approval, the County Administrative Office will update the Boards, Committees, and Commissions appointments list accordingly.

Staff will return at a future meeting to request formal establishment of the citizens' oversight committee.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office coordinated with the Office of County Counsel on the development of this report. The Ad Hoc Committee provided the proposed recommendations.

FINANCING:

There is no impact on the General Fund associated with the recommended action.

Prepared by: Karina Bokanovich, Management Analyst III

Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer



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RECOMMENDATION:

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- c. Direct that beginning January 2027, one Measure AA Standing Committee appointment shall rotate among the Supervisors representing Districts 2, 3, or 5, who primarily serve unincorporated communities, with the other seat rotating among all Supervisors; and,
- d. Provide additional direction, as appropriate.

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However, the Ad Hoc Committee proposes that because Measure AA funding and programs primarily serve unincorporated communities, beginning January 2027, one committee seat appointment shall rotate among the Supervisors representing those areas (Districts 2, 3, or 5), with the other seat appointment rotating among all Supervisors. ~~One seat is proposed to rotate among districts with the largest unincorporated populations, while the other would rotate sequentially among all districts which would be noted in the rotation schedule..~~ (REVISED VIA SUPPLEMENTAL)

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FINANCING:

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Prepared by: Karina Bokanovich, Management Analyst III

Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

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FINANCING:

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Prepared by: Karina Bokanovich, Management Analyst III

Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments:

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- ~~b.c.~~ Direct that beginning January 2027, one Measure AA Standing Committee appointment shall rotate among the Supervisors representing Districts 2, 3, or 5, who primarily serve unincorporated communities, with the other seat rotating among all Supervisors; and,
~~and~~
- ~~e.d.~~ Provide additional direction, as appropriate.

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OTHER AGENCY INVOLVEMENT:

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FINANCING:

There is no impact on the General Fund associated with the recommended action.

Prepared by: Karina Bokanovich, Management Analyst III

Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments:



County of Monterey

Item No.17

Board Report

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

Legistar File Number: 25-702

October 14, 2025

Introduced: 9/29/2025

Current Status: Scheduled PM

Version: 1

Matter Type: General Agenda Item

- a. Support and accept the projects recommended by the Transportation Agency for Monterey County (TAMC) North Monterey County Steering Committee; and
- b. Authorize County staff to schedule implementation of these projects.

RECOMMENDATION:

- a. Support and accept the projects recommended by the Transportation Agency for Monterey County (TAMC) North Monterey County Steering Committee; and
- b. Authorize County staff to schedule implementation of these projects.

SUMMARY:

As part of the North Monterey County Safe Routes to School Plan ("Plan"), the Transportation Agency for Monterey County (TAMC), the County of Monterey Department of Public Works, Facilities and Parks, the County Health Department, Ecology Action, and the Center for Community Advocacy (CCA) have partnered to implement a Participatory Budgeting (PB) process to develop and immediately fund a list of Active Transportation Projects for five community areas in North Monterey County. Through this PB process, TAMC and its partners, including Health Department staff, organized a Steering Committee of community leaders who guided and supported the effort over approximately nine months. TAMC has funding for these projects, some of which are on County roadways, and the TAMC Steering Committee is requesting Board support of said projects.

DISCUSSION:

The Transportation Agency for Monterey County, Monterey County Public Works and Health Departments, Ecology Action, and the Center for Community Advocacy (CCA) have partnered to develop the North Monterey County Safe Routes to School Plan ("Plan"). The two-year planning process will identify barriers to safe access to ten public schools in North Monterey County and recommend infrastructure and non-infrastructure improvements.

Recommendations included in the Plan are designed to help address school-based traffic congestion and improve student health by fostering increased biking, walking, bus trips, and carpooling around public schools in Pajaro, Las Lomas, Prunedale, Castroville, and other areas of North County.

As part of this planning effort, TAMC chose to implement a Participatory Budgeting (PB) process, a democratic process where community members vote to decide how public funds are spent. TAMC recognized that while planning efforts are critical for securing future funding, it can often take years before funds are awarded and construction begins. To address this, TAMC will immediately fund "quick-build" active transportation projects through a PB process.

The North Monterey County Safe Routes to Schools planning process kicked off in spring 2024 and community outreach began in fall 2024. The planning team conducted walking audits at each of the 10 schools, gave presentations at parent meetings, and distributed an online parent survey. Alta Planning + Design, the consultant for the project, used the list of identified needs and safety issues to develop infrastructure and non-infrastructure recommendations around each school. In spring 2025, the planning team shared the recommendations lists at parent meetings to get feedback from parents and school staff.

Starting in May 2024, TAMC and their partners from Ecology Action and the Health Department helped form and facilitate a Participatory Budgeting Steering Committee made up of North County parents, residents, school staff, and community advocates. TAMC is providing up to \$1,000,000 to implement the projects that received the most votes and are recommended by the Steering Committee.

The following process was used to implement Participatory Budgeting in North Monterey County:

1. Creating the Ballot: The North Monterey County Steering Committee, in coordination with the planning team, decided on the structure of the ballot, developed a budget for each community in North County, and developed proposals for the community to vote on.

2. Election Outreach: the Steering Committee provided input on the best ways to get the word out about the election and took the lead on election outreach. Bilingual posters, fliers, social media posts, and videos were developed to promote the election. Steering Committee members attended the Día del Niño event hosted by the North Monterey County Unified School District to promote the election, as well as other school and community events across North County.

3. Voting: The community was given two weeks (April 27th - May 10th) to vote on their favorite safety improvement projects. Everyone aged 12 and over who lives, works, or has kids in school in North Monterey County was eligible to vote, with no identification required. Voting took place online and at in-person voting stations at each school, the Prunedale and Castroville Libraries, and Casa de La Cultura in Watsonville, and at community events and tabling locations.

4. Election Results: the winning projects were reviewed by the Steering Committee at their final meeting, and the Committee recommends that these projects be approved by the Board of Supervisors for funding. Election results may be found in Attachment 4.

Ballot Structure and Election Results:

Since North Monterey County is a large area that includes several communities, the Steering Committee's first decision was how to structure the ballot. The Committee decided that funds should be shared between different areas of North County, and decided to divide North County into the following five communities:

- Pajaro (includes areas around Pajaro Middle School and Ohlone Elementary)
- Las Lomas (includes areas around Hall Elementary)

- Prunedale (includes areas around Prunedale Elementary and Central Bay High School)
- Echo Valley/Elkhorn (includes areas around Echo Valley and Elkhorn Elementaries)
- Castroville (includes the areas around North Monterey County Middle School, North Monterey County High School, and Castroville Elementary)

The next question was how to divide \$1,000,000 in funding between these five communities. The Steering Committee agreed to divide the funds based on the relative needs in each community, and to use data to quantify those needs. The Committee approved the following criteria to measure needs:

- Number of students who live in each community
- Income as measured by percentage of students who qualify for Free & Reduced Program Meals (by school)
- Number of English language learners (elementary & middle schools only)
- Number of homeless students
- Presence of existing bike lanes and sidewalks
- Current infrastructure safety projects
- Presence of streetlights
- Presence of school signage
- Number of MST bus routes
- Number of traffic collisions within community
- Traffic volumes on streets near schools

The Steering Committee also decided on the relative importance of each criterion and how many points it should be worth. The final scoring criteria, scores for each community, and data on each score are available in Attachment 2.

Once the scoring criteria was finalized, each community was evaluated and given a score, which was used to determine the budget. The final budget for each community is shown below.

<u>COMMUNITY</u>	<u>SCHOOL NAMES</u>	<u>TOTAL</u>	<u>% OF TOTAL</u>	<u>BUDGET</u>
Echo Valley & Elkhorn	Echo Valley/Elkhorn Elementaries	70	22%	\$218,750
Las Lomas	Hall Elementary	67.5	21%	\$210,938
Pajaro	Ohlone Elementary & Pajaro Middle	67.5	21%	\$210,938
Prunedale	Prunedale Elementary & Central Bay High	60	19%	\$187,500
Castroville	Castroville Elementary, North Monterey County	55	17%	\$171,875

Election results



County of Monterey

Item No.

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Election results

North Monterey County Steering Committee

Final Funding Proposal

Scoring Criteria

Category	Criteria	Description	Max Points
DEMOGRAPHIC CRITERIA - 30 POINTS TOTAL	Number of students who live in each community	More than 1,000 students - 10 points	10
		500 - 1,000 students - 5 points	
		Less than 500 students - 0 points	
	Income - Free & Reduced Program Meals (by school)	More than 95% of students eligible for FRPM - 10 points	10
		85% - 95% of students eligible for FRPM - 5 points	
Less than 85% of students eligible for FRPM - 0 points			
English language learners (elementary & middle schools only)	More than 70% - 5 points	5	
	60 - 70% - 2.5 points 50 - 60% - 0 points		
Homeless students	More than 30% of students are homeless - 5 points	5	
	20 - 30% of students are homeless - 2.5 points 0 - 20% of students are homeless - 0 points		
INFRASTRUCTURE CRITERIA - 45 POINTS TOTAL	Existing bike lanes/sidewalks	Most community members do not have access to sidewalks for their daily trips - 15 points	15
		Most community members have access to sidewalks for their daily trips, with some gaps - 10 points	
	Current infrastructure safety projects	No upcoming safety projects - 15 points	15
		Two or less upcoming safety projects - 10 points	
		Five or more upcoming infrastructure safety projects - 0 points	
Street lights	Less than 2 street lights per school - 5 points	5	
	More than 5 street lights per school - 0 points		
School Signage	Pedestrian crossing signs only - 5 points	5	
	School crossing signs present - 2.5 points		
	School speed limit & pedestrian crossing signs present - 0 points		
Number of MST routes	Community is served by one MST route - 5 points	5	
	Community is served by two MST routes - 0 points		
SAFETY CRITERIA - 25 POINTS TOTAL	Collision data	More than 200 collisions - 20 points	20
		100 - 200 collisions - 10 points	
	Traffic Volumes	High: 15,000 average cars per day or higher - 5 points	5
Medium: 5,000 - 15,000 average cars per day - 2.5 points			
Low: Less than 5,000 average cars per day - 0 points			
TOTAL			100

Proposed Scoring

SCHOOL NAMES	# OF STUDENTS	EXISTING BIKE LANES/ SIDEWALKS	CURRENT SAFETY PROJECTS	FRP M	ENGLISH LEARNERS	COLLISIONS	# OF MST BUS ROUTES	HOMELESS STUDENTS	# OF CARS	STREET LIGHTS	SCHOOL ZONE SIGNAGE	TOTAL	% OF TOTAL	BUDGET
ECHO VALLEY AND ELKHORN	5	15	15	5	2.5	10	5	5	2.5	5	0	70	22%	\$218,750
HALL ELEMENTARY	5	15	10	5	5	10	5	2.5	5	5	0	67.5	21%	\$210,938
OHLONE AND PAJARO MIDDLE	5	10	10	10	2.5	20	0	0	5	0	5	67.5	21%	\$210,938
PRUNEDALE ELEMENTARY, CENTRAL BAY HIGH, NOMOCO INDEPENDENT STUDY	0	15	15	0	0	20	0	2.5	0	5	2.5	60	19%	\$187,500
CASTROVILLE ELEMENTARY, NOMOCO MIDDLE AND HIGH SCHOOL	10	10	0	5	0	20	5	2.5	2.5	0	0	55	17%	\$171,875

Total budget: \$1,000,000

Number of Students Who Live in Each Community

	# of Students
OHLONE AND PAJARO MIDDLE	914
HALL ELEMENTARY	662
PRUNEDALE ELEMENTARY, CENTRAL BAY HIGH, NOMOCO INDEPENDENT STUDY	288
CASTROVILLE ELEMENTARY, NOMOCO MIDDLE AND HIGH SCHOOL	1844
ECHO VALLEY AND ELKHORN	659

Current Safety Projects - Castroville

1. Curb ramp installation

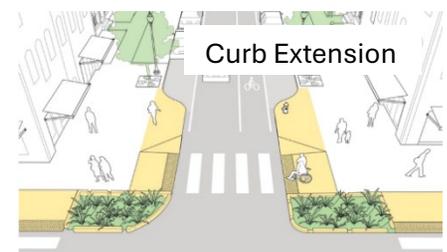
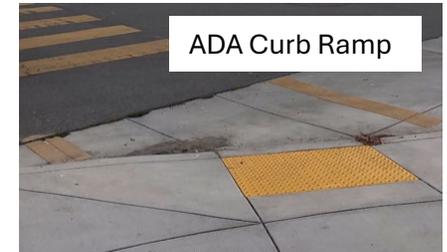
- Geil, Moro Cojo, and Wood Streets:** new ADA curb ramps installed at intersections. Aiming to be completed by Dec. 2024.
- Project of County of Monterey

2. Castroville sidewalks: gap fill project

- Castroville north of Merritt and west of SR 156:** fill sidewalk gaps, install curb and gutter, install ADA curb ramps, and install Class III bike lanes on Seymour St, Mead, St, Union St, and Axtell St. Aiming for construction in 2025.
- Project of County of Monterey

3. Merritt Street reconstruction project

- Merritt Street through Castroville:** construct bike lanes with green lane treatments, construct improvements at all marked crosswalks (high-visibility crosswalks, curb extensions, flashing beacons). Aiming to start construction in Summer or Fall 2025
- Project of Caltrans



4. State Route 156 pedestrian overcrossing fencing update and mural

- a. Add a mural to the overcrossing walls, install shade trees and landscaping, improved sidewalk and crosswalk, replace existing fence, and add solar-powered bollards. In construction now, completed?
- b. Project of Caltrans



5. Castroville Blvd Interchange

- a. **Intersection of Castroville Boulevard / State Route 156:** remove traffic signal, construct new road and three roundabouts and new Class I path to improve route for people walking and biking. TAMC is applying for grant funding, if funded could start construction in 2025.
- b. Project of TAMC



6. North Monterey County High Entry Improvements

- a. **High school parking lot:** change entrance and exit to entrance/exit only. Construct concrete medians in entrance and exit to separate bus and parent traffic and right- and left-turning traffic. Construction happening now.
- b. Project of North Monterey County School District

Current Safety Projects - Pajaro

1. Pajaro Bike/Pedestrian Improvements

- a. **Salinas Road through Pajaro:** construct crosswalk enhancements, fill sidewalk gaps, and construct bike lane improvements where feasible. County is redesigning project based on community feedback, expected to be constructed by November 2025.
- b. Project of County of Monterey

2. Pajaro Recovery Safety Projects

- a. Community identified safety needs, including more lighting. County is reviewing the project list to determine what is feasible.
- b. Project of County of Monterey

Current Safety Projects - Las Lomas

1. Las Lomas Drive sidewalk/bike lanes project

- a. **Las Lomas Drive from Hall Road to Thomas:** Install sidewalks on both sides of the street with ADA-compliant curb ramps and 5' bike lanes on both sides of the street. Construction anticipated to start soon – fall 2024
- b. Project of County of Monterey



Sidewalk and bike lanes

Student Eligibility for Free and Reduced Program Meals (FRPM) - indicator of family income

	FRPM
OHLONE AND PAJARO MIDDLE	95.4%
HALL ELEMENTARY	93.3%
PRUNEDALE ELEMENTARY, CENTRAL BAY HIGH, NOMOCO INDEPENDENT STUDY	84.4%
CASTROVILLE ELEMENTARY, NOMOCO MIDDLE AND HIGH SCHOOL	88.1%
ECHO VALLEY AND ELKHORN	88.6%

Percentage of Students who are English language learners (elementary & middle school students only)

	# of students	Eng learners	% of Eng learners
OHLONE + PAJARO MIDDLE	738	466	63%
HALL ELEMENTARY	526	389	74%
PRUNEDALE ELEMENTARY, NOMOCO INDEPENDENT STUDY	773	410	53%
CASTROVILLE ELEMENTARY + NMC Middle	1235	670	54%
ECHO VALLEY AND ELKHORN	1114	697	63%

TIMS Collision Data 2013 - 2022

COMMUNITY	ALL COLLISIONS (BIKE, PED, CAR)	BIKE/PED COLLISIONS	YOUTH COLLISIONS (19 & UNDER)	AREA NOTES
PAJARO + OHLONE	292	34	37	Pajaro River / San Juan Rd / Bay Farms Rd. Includes Elkhorn Rd to Salinas Rd
LAS LOMAS	131	9	19	Hall Rd between Elkhorn and Pini, up to Vega and Lewis Rd
PRUNEDALE	303	12	44	Includes SR 101 from Prunedale Rd South to San Miguel Canyon Rd, Pesante Rd to Coker Rd, and San Miguel Canyon to Langley Canyon Rd
CASTROVILLE	341	29	59	Merritt from Washington to Del Monte, SR 156 through town to Castroville Blvd, Castroville Blvd from 156 to Del Monte Farms Rd
ECHO VALLEY & ELKHORN	129	4	23	Elkhorn: Elkhorn Rd up to Bayview, down to Del Monte Farms Rd, Castroville Blvd from Castroville Blvd to Archer Rd Echo Valley: Includes San Miguel Canyon Rd from Paradise Rd to Ponderosa and Echo Valley Rd to La Encina Dr

Number of MST Bus Routes

COMMUNITY	ROUTES THAT SERVE COMMUNITIES
PAJARO	RT 28 & 29
LAS LOMAS	RT 29
PRUNEDALE	RT 29 & 59
CASTROVILLE	RT 28
ECHO VALLEY & ELKHORN	RT 29

Homeless Students

	# of Students	# of Homeless Students	% of Homeless Students
CASTROVILLE ELEMENTARY, NOMOCO MIDDLE AND HIGH SCHOOL	2540	612	24%
ECHO VALLEY AND ELKHORN	1106	380	34%
PRUNEDALE ELEMENTARY, CENTRAL BAY HIGH, NOMOCO INDEPENDENT STUDY	836	208	25%
OHLONE AND PAJARO MIDDLE	829	152	18%
HALL ELEMENTARY	472	101	21%

Number of Cars Per Day on Streets Near Schools

SCHOOL	STREET	AVG CARS PER DAY	RANKING
Castroville Elementary School	Merritt St (SR 183)	No data available	High
	Pajaro St (btwn 186 & Geil) 2023	3,300	Low
	Union Street (btwn 186 & Geil St) 2023	1,700	Low
Central Bay High (Continuation School)	Pesante Rd (btwn 101 to end) 2023	2,800	Low
Echo Valley Elementary School	Echo Valley Rd (btwn San Miguel Cyn and Tustin Rd) 2023	3,400	Low
Elkhorn Elementary School	Castroville Blvd	No data available	Medium
	Elhorn Road (btwn castroville blvd & Hidden Valley Rd) 2023	3,500	Low
North Monterey County Center for Independent Study	Pesante Rd (btwn 101 to end) 2023	2,800	Low
North Monterey County High School	Castroville Blvd	No data available	Medium
North Monterey County Middle School	Geil Street (btwn Speegle st and Sanchez Street) 2021	770	Low
Prunedale Elementary School	Pesante Rd (btwn 101 to end) 2023	2,800	Low
Pajaro Middle School	Salinas Rd (Elkhorn Rd to Porter Dr) 2023	16,400	High
Ohlone Elementary School	Bay Farms Rd	No data available	Low
	Salinas Rd near Bay Farms Rd	No data available	High
Hall District Elementary School	Hall Rd (from San Miguel Canyon Road to Sill Road) 2018	17,975	High
	Sill Road (from Las Lomas Dr to Harrington Rd) 2023	1,800	Low

COMMUNITY	AVG CARS PER DAY
PAJARO + OHLONE	High
LAS LOMAS	High
PRUNEDALE	Low
CASTROVILLE	Medium
ECHO VALLEY & ELKHORN	Medium

Number of Streetlights Near Schools

COMMUNITY	AVG. STREET LIGHTS PER SCHOOL	NOTES
PAJARO + OHLONE	7.5	5 at Ohlone, 10 at Pajaro Middle
LAS LOMAS	0	
PRUNEDALE	1	1 near Prunedale Elementary crossing, 1 near Central bay high
CASTROVILLE	6	2 at High School crossing, 9 at elementary, 7 at middle school
ECHO VALLEY & ELKHORN	1.5	1 at Echo Valley, 2 at Castroville Blvd crossing near Elkhorn

Types of Signage Near Schools

COMMUNITY	TYPES OF SIGNS
PAJARO + OHLONE	Pedestrian crossing ahead
LAS LOMAS	School speed limit + school crossing
PRUNEDALE	School crossing ahead
CASTROVILLE	School speed limit (HS + ES) + school crossing (all schools)
ECHO VALLEY & ELKHORN	School crossing ahead (Echo Valley) + school speed limit (Elkhorn)



**Safe Routes
to School**

**North Monterey County Safe Routes to Schools Plan
PARTICIPATORY BUDGETING BALLOT**

VOTE NOW FOR SAFER STREETS!

VOTING RULES

- + Voting is open to North County residents ages 12 and older, people who work in North County, and people whose children attend school in North County.
- + Only one ballot per person
- + Ballots must be submitted by the end-of-day May 10th, 2025, to count



1

INSTRUCTIONS

- + Fill in the circle to the left of the proposal of your choice. You must fill in the circle completely.
- + There are five communities included in this ballot: Pajaro, Las Lomas, Prunedale, Castroville, and the areas around Echo Valley Elementary and Elkhorn Elementary. You may vote for a proposal for each of the communities, however you are not required to vote for a proposal for all five communities.

Check all that apply to you.



I live in North Monterey County



I work in North Monterey County



My student (child or other family member) attends school in North Monterey County



None of these options apply to me

For more information about this project and participatory budgeting, read the Voter Guide at: bit.ly/NorthCountyPB



Safe Routes to School

VOTE NOW FOR SAFER STREETS!

COMMUNITY #1: PAJARO

Includes Pajaro Middle School and Ohlone Elementary School

INSTRUCTIONS: Vote for one proposal on this page

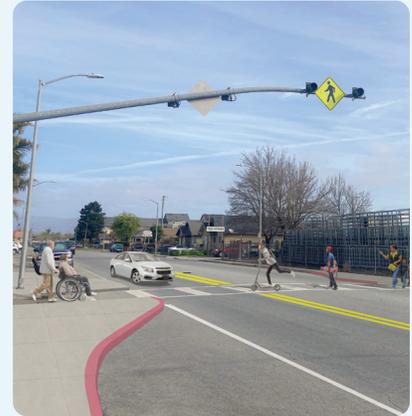
Proposal #1

- Install curb extensions on both sides of the crosswalk on Salinas Road near the Assumption Catholic Church.
- Update school zone signage and pavement markings around Pajaro Middle School and Ohlone Elementary School
- Install two speed feedback signs on Salinas Road near Pajaro Middle School
- Conduct study of traffic signal or acceleration lane at intersections of Salinas Road and Bay Farms Road and Salinas Road and Hillcrest Road.

Cost Estimate: \$216,000

Project goals:

- Make people crossing the street near the Catholic Church more visible to drivers
- Alert drivers of school zones
- Slow down drivers on Salinas Road
- Look for ways to make it easier to turn onto Salinas Road from Bay Farms Road and/or Hillcrest Road



Curb extensions at crosswalk near Assumption Catholic Church

Proposal #2

- Install sidewalk or pedestrian walkway along the west side of Hillcrest Road between Salinas Road and Ohlone Elementary School.

Cost Estimate: \$195,000

Project goal:

- Improve safety of people walking on Hillcrest Road



Sidewalk on Hillcrest Road

For more information about this project and participatory budgeting, read the Voter Guide at: bit.ly/NorthCountyPB



Safe Routes to School

VOTE NOW FOR SAFER STREETS!

COMMUNITY #2: LAS LOMAS

Includes Hall Elementary School

INSTRUCTIONS: Vote for one proposal on this page

○ Proposal #1

- Install Rectangular Rapid Flashing Beacons (RRFB) at the crosswalk across Hall Road at Sill Road, near Hall Elementary School
- Conduct study of installing a traffic signal or roundabout at the intersection of Hall Road and Sill Road
- Update school zone signage and pavement markings around Hall Elementary School
- Install speed feedback signs on Hall Road near Hall Elementary School
- Install two bus shelters: one at the intersection of Berry Road and Willow Road, and one near 140 Hall Road

Cost Estimate: \$213,000

Project goals:

- Make people crossing Hall Road at Sill Road more visible to drivers
- Look for ways to make it easier to turn onto Hall Road from Sill Road
- Alert drivers of school zones
- Slow down drivers on Hall Road
- Provide a covered space for students to wait for the bus



Rectangular Rapid Flashing Beacons at the crosswalk on Hall Road at Sill Road



Bus shelter near 140 Hall Road

○ Proposal #2

- Install sidewalk along one side of Willow Road between Hall Road and Berry Road

Cost Estimate: \$195,000

Project goal:

- Improve safety of people walking on Willow Road



Sidewalk on Willow Road

For more information about this project and participatory budgeting, read the Voter Guide at: bit.ly/NorthCountyPB



Safe Routes to School

VOTE NOW FOR SAFER STREETS!

COMMUNITY #3: PRUNEDALE

Includes Prunedale Elementary School and Central Bay High School

INSTRUCTIONS: Vote for one proposal on this page

Proposal #1

- Install Rectangular Rapid Flashing Beacons (RRFB) at the crosswalk across Pesante Road near Prunedale Elementary School
- Update school zone signage and pavement markings around Prunedale Elementary School and Central Bay High School
- Pave area between Central Bay High driveway and bus depot driveway to create space for bus drop-off

Cost Estimate: \$164,000

Project goals:

- Make people crossing Pesante Road more visible to drivers
- Alert drivers of school zones
- Provide a paved drop-off area for students taking the bus to Central Bay High School



Paved area for bus drop-off near Central Bay High School

Proposal #2

- Install Rectangular Rapid Flashing Beacons (RRFB) at the crosswalk across Pesante Road near Prunedale Elementary School
- Update school zone signage and pavement markings around Prunedale Elementary School and Central Bay High School
- Reconfigure Prunedale Elementary School driveway to allow buses to exit without entering the opposing lane.
- Install pedestrian path in Prunedale Elementary School driveway

Cost Estimate: \$187,500

Project goals:

- Make people crossing Pesante Road more visible to drivers
- Alert drivers of school zones
- Improve safety for people driving on Pesante Road
- Improve safety of people walking to Prunedale Elementary School



Rectangular Rapid Flashing Beacons at the crosswalk near Prunedale Elementary School

Proposal #3

- Install pedestrian path on Pollock Lane between Pesante Road and Orchard Lane. There is a bus stop here for middle and high school students.
- Update school zone signage and pavement markings around Prunedale Elementary School and Central Bay High School

Cost Estimate: \$162,000

Project goals:

- Improve safety of people walking on Pollock Lane
- Alert drivers of school zones



Pedestrian path on Pollock Lane

For more information about this project and participatory budgeting, read the Voter Guide at: bit.ly/NorthCountyPB



Safe Routes to School

VOTE NOW FOR SAFER STREETS!

COMMUNITY #4: ECHO VALLEY AND ELKHORN

Includes Echo Valley Elementary School and Elkhorn Elementary School

INSTRUCTIONS: Vote for one proposal on this page

These projects will be funded:

- Conduct study of ways to improve circulation at Echo Valley Elementary School
- Install a concrete sidewalk connecting students from the upper parking lot of Echo Valley Elementary School to lower parking lot
- Install a mural in the driveway at Echo Valley Elementary School so that truck drivers avoid the school
- Install a bus shelter adjacent to 106 Echo Valley Road
- Update school zone signage and pavement markings around Elkhorn Elementary School and Echo Valley Elementary School
- Conduct study of ways to use the lower field at Elkhorn Elementary School for parking and/or circulation
- Conduct study of roundabout at the intersection of Castroville Boulevard and Elkhorn Road, near Elkhorn Elementary School

Project goals:

- Look for ways to improve circulation at Echo Valley Elementary School to avoid drivers blocking traffic on Echo Valley Road
- Improve safety for people walking on Echo Valley Elementary School campus
- Help truck drivers avoid accidentally pulling into Echo Valley Elementary School driveway
- Provide a covered space for students to wait for the bus
- Alert drivers of school zones
- Look for ways to improve circulation at Elkhorn Elementary School to avoid drivers blocking traffic on Elkhorn Road
- Look for ways to repurpose space at the intersection of Castroville Boulevard and Elkhorn Road for parking and sidewalks, improve safety for people crossing, and slow down traffic on Castroville Boulevard.

Proposal #1

- Fund all of the projects listed above and use remaining funds to improve pedestrian access in Echo Valley Elementary School driveway.

Cost Estimate: \$218,000



Pedestrian pathway in driveway of Echo Valley Elementary School

Proposal #2

- Fund all of the projects listed above and use remaining funds as matching funds for roundabout at Castroville Boulevard and Elkhorn Road.

Cost Estimate: \$218,000



Roundabout at intersection of Castroville Boulevard and Elkhorn Road

For more information about this project and participatory budgeting, read the Voter Guide at: bit.ly/NorthCountyPB



Safe Routes to School

VOTE NOW FOR SAFER STREETS!

COMMUNITY #5: CASTROVILLE

Includes Castroville Elementary School, North Monterey County Middle School, and North Monterey County High School

INSTRUCTIONS: Vote for one proposal on this page

Proposal #1

- Install high-visibility crosswalk and curb extensions on two legs of intersection of **McDougall Street and Preston Street**
- Update school zone signage and pavement markings around Castroville Elementary School and North Monterey County Middle School
- Install new marked crosswalk across Cooper Street at Blevins Street near the middle school
- Install 'Trail Crossing' signage at all cross streets along pedestrian path to high school

Cost Estimate: \$169,000

Project goals:

- Make people crossing Preston Street more visible to drivers
- Alert drivers of school zones
- Make students crossing Cooper Street more visible to drivers
- Alert drivers of people walking on path to high school



Curb extensions and high-visibility crosswalks at the intersection of McDougall Street and Preston Street

Proposal #2

- Install high-visibility crosswalk and curb extensions on two legs of intersection of **Preston Street and Geil Street**
- Update school zone signage and pavement markings around Castroville Elementary School and North Monterey County Middle School
- Install new marked crosswalk across Cooper Street at Blevins Street near the middle school
- Install 'Trail Crossing' signage at all cross streets along pedestrian path to high school

Cost Estimate: \$169,000

Project goals:

- Make people crossing Geil Street more visible to drivers
- Alert drivers of school zones
- Make students crossing Cooper Street more visible to drivers
- Alert drivers of people walking on path to high school



Curb extensions and high-visibility crosswalks at the intersection of Preston Street and Geil Street

Proposal #3

- Install high-visibility crosswalk and curb extensions on two legs of intersection of McDougall Street and Preston Street
- Install Rectangular Rapid Flashing Beacons (RRFB) at the crosswalk across Union Street at McDougall Street near Castroville Elementary School

Cost Estimate: \$187,000

Project goals:

- Make people crossing Preston Street and Union Street more visible to drivers



Rectangular Rapid Flashing Beacons at crosswalk across Union Street at McDougall Street

For more information about this project and participatory budgeting, read the Voter Guide at: bit.ly/NorthCountyPB



Safe Routes
to School

Plan de Rutas Seguras a las Escuelas del Norte del Condado de Monterey BOLETA DEL PRESUPUESTO PARTICIPATIVO

¡VOTA AHORA POR CALLES MÁS SEGURAS!

REGLAS DE VOTACIÓN

- + La votación está abierta para los residentes del norte del condado de 12 años o más, las personas que trabajan en el norte del condado y las personas cuyos hijos asisten a las escuelas en el norte del condado.
- + Solo se puede entregar una boleta por persona.
- + Las boletas deben entregarse no más tardar del fin del día del 10 de mayo, 2025, para que su voto sea contado.



1

INSTRUCCIONES

- + Rellena el círculo a la izquierda de la propuesta de tu elección. Debes rellenar el círculo por completo.
- + Hay cinco comunidades incluidas en esta boleta electoral: Pájaro, Las Lomas, Prunedale, Castroville, y las áreas alrededor de Echo Valley Elementary y Elkhorn Elementary. Puede votar por una propuesta para cada una de las comunidades, sin embargo, no está obligado a votar por una propuesta para las cinco comunidades.

Marca todo lo que aplica para ti:

- Yo vivo en el norte del condado de Monterey
- Yo trabajo en el norte del condado de Monterey
- Mi estudiante (hijo u otro miembro de la familia) asiste a la escuela en el norte del condado de Monterey
- Ninguna de las opciones de arriba aplican para mi

Para más información sobre este proyecto y el presupuesto participativo, lea la Guía del Votante en: bit.ly/NorthCountyPB



Safe Routes
to School

¡VOTA AHORA POR CALLES MÁS SEGURAS!

COMUNIDAD #1: PÁJARO

Incluye Pájaro Middle School y Ohlone Elementary School

INSTRUCCIONES: Vota por una propuesta en esta página

Propuesta #1

- Instalar extensiones de acera en ambos lados del cruce peatonal en Salinas Road cerca de la Iglesia Católica de la Asunción
- Actualizar las señales y las marcas del pavimento de la zona escolar alrededor de Pajaro Middle School y Ohlone Elementary School
- Instalar dos medidores de velocidad en Salinas Road cerca de Pajaro Middle School
- Realizar un estudio para las intersecciones de Salinas Road y Bay Farms Road y Salinas Road y Hillcrest Road para la viabilidad de una señal de tráfico o un carril de aceleración

Costo Estimado: \$216,000

Metas de los proyectos:

- Hacer que las personas que cruzan la calle cerca de la Iglesia Católica sean más visibles para los conductores
- Alertar a los conductores de las zonas escolares
- Reducir la velocidad de los conductores en Salinas Road
- Facilitar para que los conductores giren en Salinas Road desde Bay Farms Road y/o Hillcrest Road



Extensiones de acera en cruce peatonal cerca de la Iglesia Católica de la Asunción

Propuesta #2

- Instalar una acera o un paseo peatonal en el lado oeste de Hillcrest Road entre Salinas Road y Ohlone Elementary School.

Costo Estimado: \$195,000

Meta del proyecto:

- Mejorar la seguridad de las personas que caminan en Hillcrest Road



Acera en Hillcrest Road

Para más información sobre este proyecto y el presupuesto participativo, lea la Guía del Votante en: bit.ly/NorthCountyPB



Safe Routes
to School

¡VOTA AHORA POR CALLES MÁS SEGURAS!

COMUNIDAD #2: LAS LOMAS

Incluye Hall Elementary School

INSTRUCCIONES: Vota por una propuesta en esta página

Propuesta #1

- Instalar señales rectangulares de luces intermitentes (RRFB) en el cruce peatonal al otro lado de Hall Road en Sill Road, cerca de Hall Elementary School
- Realizar un estudio para instalar una glorieta o señal de tráfico en la intersección de Hall Road y Sill Road
- Actualizar las señales y las marcas del pavimento de la zona escolar alrededor de Hall Elementary School
- Instalar medidores de velocidad en Hall Road cerca de Hall Elementary School
- Instalar dos paradas de autobús: una en la intersección de Berry Road y Willow Road y otra cerca de 140 Hall Road

Costo Estimado: \$213,000

Metas de los proyectos:

- Hacer que las personas que cruzan Hall Road en Sill Road sean más visibles para los conductores
- Facilitar para que los conductores giren en Hall Road desde Sill Road
- Alertar a los conductores de las zonas escolares
- Reducir la velocidad de los conductores en Hall Road
- Dar a los estudiantes un refugio cubierto para esperar el autobús



Señales rectangulares de luces intermitentes en el cruce peatonal en Hall Road y Sill Road



Parada de autobús cerca de 140 Hall Road

Propuesta #2

- Instalar una acera a un lado de Willow Road entre Hall Road y Berry Road

Costo Estimado: \$195,000

Meta del proyecto:

- Mejorar la seguridad de las personas que caminan en Willow Road



Acera en Willow Road

Para más información sobre este proyecto y el presupuesto participativo, lea la Guía del Votante en: bit.ly/NorthCountyPB



Safe Routes
to School

¡VOTA AHORA POR CALLES MÁS SEGURAS!

COMUNIDAD #3: PRUNEDALE

Incluye Prunedale Elementary School y Central Bay High School

INSTRUCCIONES: Vota por una propuesta en esta página

Propuesta #1

- Instalar señales rectangulares de luces intermitentes (RRFB) en el cruce peatonal al otro lado de Pesante Road cerca de Prunedale Elementary School
- Actualizar las señales y las marcas del pavimento de la zona escolar alrededor de Prunedale Elementary School y Central Bay High School
- Pavimentar el área entre la entrada de Central Bay High School y el area de la entrada de la estacion de autobus para crear un espacio de bajada del autobús

Costo Estimado: \$164,000

Metas de los proyectos:

- Hacer que las personas que cruzan Pesante Road sean más visibles para los conductores
- Alertar a los conductores de las zonas escolares
- Proporcionar un área pavimentada para los estudiantes que toman el autobús a Central Bay High School



Área pavimentada para bajada del autobús cerca de Central Bay High School

Propuesta #2

- Instalar señales rectangulares de luces intermitentes (RRFB) en el cruce peatonal al otro lado de Pesante Road cerca de Prunedale Elementary School
- Actualizar las señales y las marcas del pavimento de la zona escolar alrededor de Prunedale Elementary School y Central Bay High School
- Reconfigurar la entrada de Prunedale Elementary School para permitir que los autobuses salgan sin entrar en el carril opuesto
- Instalar un camino peatonal en la entrada de Prunedale Elementary School

Costo Estimado: \$187,500

Metas de los proyectos:

- Hacer que las personas que cruzan Pesante Road sean más visibles para los conductores
- Alertar a los conductores de las zonas escolares
- Mejorar la seguridad de las personas que manejan en Pesante Road
- Mejorar la seguridad de las personas que caminan a Prunedale Elementary School



Señales rectangulares de luces intermitentes en el cruce peatonal cerca de Prunedale Elementary School

Propuesta #3

- Instalar un camino peatonal en Pollock Lane entre Pesante Road y Orchard Lane. Aquí hay una parada de autobús para estudiantes de secundaria y preparatoria.
- Actualizar las señales y las marcas del pavimento de la zona escolar alrededor de Prunedale Elementary School y Central Bay High School

Costo Estimado: \$162,000

Metas de los proyectos:

- Mejorar la seguridad de las personas que caminan en Pollock Lane
- Alertar a los conductores de las zonas escolares



Camino peatonal en Pollock Lane

Para más información sobre este proyecto y el presupuesto participativo, lea la Guía del Votante en: bit.ly/NorthCountyPB



Safe Routes
to School

¡VOTA AHORA POR CALLES MÁS SEGURAS!

COMUNIDAD #4: ECHO VALLEY AND ELKHORN

Incluye Echo Valley Elementary School y Elkhorn Elementary School

INSTRUCCIONES: Vota por una propuesta en esta página

Estos proyectos serán financiados:

- Realizar un estudio para explorar opciones para mejorar la circulación en Echo Valley Elementary School
- Instalar acera de concreto que conecte a los estudiantes desde el estacionamiento superior de Echo Valley Elementary School hasta el estacionamiento inferior
- Instalar un mural en la entrada de Echo Valley Elementary School para que los camioneros eviten la escuela
- Instalar una parada de autobús al lado de 106 Echo Valley Road
- Actualizar las señales y las marcas del pavimento de la zona escolar alrededor de Elkhorn Elementary School y Echo Valley Elementary School
- Realizar un estudio de cómo usar el lado inferior de Elkhorn Elementary School para estacionamiento y/o circulación
- Realizar un estudio de una glorieta en la intersección de Castroville Boulevard y Elkhorn Road, cerca de Elkhorn Elementary School

Metas de los proyectos:

- Buscar maneras de mejorar la circulación en Echo Valley Elementary School para evitar que los conductores bloqueen el tráfico en Echo Valley Road
- Mejorar la seguridad de las personas que caminan en el campus de Echo Valley Elementary School
- Ayudar a los conductores de camiones a evitar meterse accidentalmente en la entrada de Echo Valley Elementary School
- Dar a los estudiantes un refugio cubierto para esperar el autobús
- Alertar a los conductores de las zonas escolares
- Buscar maneras de mejorar la circulación en Elkhorn Elementary School para evitar que los conductores bloqueen el tráfico en Elkhorn Road
- Buscar maneras de reutilizar el espacio en la intersección de Elkhorn Road y Castroville Boulevard para estacionamiento y aceras, mejorar la seguridad de las personas que cruzan y reducir la velocidad del tráfico en Castroville Boulevard.

Propuesta #1

- Financiar todos los proyectos enumerados anteriormente y utilizar los fondos restantes para mejorar el acceso peatonal en la entrada de la Echo Valley Elementary School

Costo Estimado: \$218,000



Camino peatonal en la entrada de la Echo Valley Elementary School

Propuesta #2

- Financiar todos los proyectos enumerados anteriormente y utilizar los fondos restantes como fondos de contrapartida para la glorieta en Castroville Boulevard y Elkhorn Road

Costo Estimado: \$218,000



Glorieta en la intersección de Castroville Boulevard y Elkhorn Road

Para más información sobre este proyecto y el presupuesto participativo, lea la Guía del Votante en: bit.ly/NorthCountyPB



Safe Routes
to School

¡VOTA AHORA POR CALLES MÁS SEGURAS!

COMUNIDAD #5: CASTROVILLE

Incluye Castroville Elementary School, North Monterey County Middle School, y North Monterey County High School

INSTRUCCIONES: Vota por una propuesta para Castroville

Propuesta #1

- Instalar cruce peatonal de alta visibilidad y extensiones de acera en dos lados de la intersección de **McDougall Street y Preston Street**
- Actualizar las señales y las marcas del pavimento de la zona escolar alrededor de Castroville Elementary School y North Monterey County Middle School
- Instalar un nuevo cruce peatonal marcado al otro lado de Cooper Street en Blevins Street cerca de la Middle School
- Instalar letreros de "Trail Crossing" en todas las calles que cruzan a lo largo del camino peatonal a North Monterey County High School

Costo Estimado: \$169,000

Metas de los proyectos:

- Hacer que las personas que cruzan Preston Street sean más visibles para los conductores
- Alertar a los conductores de las zonas escolares
- Hacer que los estudiantes que cruzan Cooper Street sean más visibles para los conductores
- Alertar a los conductores de las personas que caminan en el camino a la High School



Extensiones de acera y cruces peatonales de alta visibilidad en la intersección de McDougall Street y Preston Street

Propuesta #2

- Instalar cruce peatonal de alta visibilidad y extensiones de acera en dos lados de la intersección de **Preston Street y Geil Street**
- Actualizar las señales y las marcas del pavimento de la zona escolar alrededor de Castroville Elementary School y North Monterey County Middle School
- Instalar un nuevo cruce peatonal marcado al otro lado de Cooper St en Blevins Street cerca de la Middle School
- Instalar letreros de "Trail Crossing" en todas las calles que cruzan a lo largo del camino peatonal a North Monterey County High School

Costo Estimado: \$169,000

Metas de los proyectos:

- Hacer que las personas que cruzan Geil Street sean más visibles para los conductores
- Alertar a los conductores de las zonas escolares
- Hacer que los estudiantes que cruzan Cooper Street sean más visibles para los conductores
- Alertar a los conductores de las personas que caminan en el camino a la High School



Extensiones de acera y cruces peatonales de alta visibilidad en la intersección de Preston Street y Geil Street

Continúa en la página siguiente

Para más información sobre este proyecto y el presupuesto participativo, lea la Guía del Votante en: bit.ly/NorthCountyPB



**Safe Routes
to School**

Plan de Rutas Seguras a las Escuelas del Norte del Condado de Monterey
BOLETA DEL PRESUPUESTO PARTICIPATIVO

¡VOTA AHORA POR CALLES MÁS SEGURAS!

○ **Propuesta #3**

- Instalar cruce peatonal de alta visibilidad y extensiones de acera en dos lados de la intersección de McDougall Street y Preston Street
- Instalar señales de luces intermitentes rectangulares (RRFB) en el cruce peatonal al otro lado de Union Street en McDougall Street cerca de Castroville Elementary School

Costo Estimado: \$187,000

Meta del proyecto:

- Hacer que las personas que cruzan Preston Street y Union Street sean más visibles para los conductores



Señales de luces intermitentes rectangulares en el cruce peatonal al otro lado de Union Street en McDougall Street

Para más información sobre este proyecto y el presupuesto participativo, lea la Guía del Votante en: bit.ly/NorthCountyPB

WINNING PROPOSALS							
OHLONE & PAJARO MIDDLE							
Numero de Proyecto / Project Number	Escuela / School	Location	Recommendation	Costo Total Estimado / Total Estimated Cost	Costo Total Estimado / Total Estimated Cost	PROPUESTA / BUDGET	DIFERENCIA / DIFFERENCE
Proposal #1	Ohlone Elementary	Salinas Rd from Hillcrest Rd to Bay Farms Rd	Conduct engineering analysis for intersections of Bay Farms & Hillcrest to study feasibility of traffic signal or acceleration lane	\$30,000	\$216,000	\$210,938	-\$5,062
	Pajaro Middle	Salinas Rd from Railroad Ave to Porter Rd	Update school zone signage	\$4,000			
	Pajaro Middle	Salinas Rd from Railroad Ave to Porter Rd	Install speed feedback signs	\$40,000			
	Pajaro Middle	Salinas Rd from Railroad Ave to Porter Rd	Update school zone pavement markings	\$4,000			
	Pajaro Middle	Crosswalk on Salinas Rd near Catholic Church	Install curb extensions on both sides of the crosswalk.	\$130,000			
	Ohlone Elementary	Bay Farms Rd and Hillcrest Rd	Update school zone signage	\$4,000			
	Ohlone Elementary	Bay Farms Rd and Hillcrest Rd	Update school zone pavement markings	\$4,000			

LAS LOMAS							
Numero de Proyecto / Project Number	Escuela / School	Location	Recommendation	Costo Total Estimado / Total Estimated Cost	Costo Total Estimado / Total Estimated Cost	PROPUESTA / BUDGET	DIFERENCIA / DIFFERENCE
Proposal #1	Hall Elementary	Intersection of Hall Rd and Sill Rd	Install Rectangular Rapid Flashing Beacons (RRFB) at the crosswalk	\$52,000	\$213,000	\$210,938	-\$2,062
	Hall Elementary	Intersection of Hall Rd and Sill Rd	Study the feasibility of constructing a roundabout or traffic signal.	\$30,000			
	Hall Elementary	Hall Rd from west of Sill Rd to Pini Rd	Update school signage on Hall Road, including relocating the school zone signage closer to the intersection and ensure it is not obstructed by landscaping to improve visibility.	\$4,000			
	Hall Elementary	Hall Rd from west of Sill Rd to Pini Rd	Update school zone pavement markings, including restriping crosswalk and installing crosswalk on northern leg of the intersection of Hall Rd and Sill Rd	\$9,000			
	Hall Elementary	Berry Rd at Willow Rd	Install bus shelter at the intersection of Willow Rd and Berry Rd	\$39,000			
	Hall Elementary	Hall Rd near Hall Elementary	Install two speed feedback signs	\$40,000			
	Hall Elementary	Hall Rd near Willow Rd	Install bus shelter adjacent to 140 Hall Rd.	\$39,000			

ECHO VALLEY & ELKHORN

Numero de Proyecto / Project Number	Escuela / School	Location	Recommendation	Costo Total Estimado / Total Estimated Cost	Costo Total Estimado / Total Estimated Cost	PROPUESTA / BUDGET	DIFERENCIA / DIFFERENCE
Proposal #2	Echo Valley Elementary	Echo Valley Rd from Lynn Lane to Maher Rd	Conduct technical study to explore options to improve circulation, including adding additional entrances to the school and/or widening Echo Valley Road to add a center turn lane, and improved drainage.	\$30,000	\$218,000	\$218,750	\$750
	Echo Valley Elementary	106 Echo Valley Rd	Add bus shelter adjacent to 106 Echo Valley Rd	\$39,000			
	Echo Valley Elementary	School campus between the upper and lower parking lots	Formalize a route with concrete sidewalk connecting students from upper parking lot to lower parking lot.	\$25,000			
	Echo Valley Elementary	Echo Valley Rd from San Miguel Canyon Rd to Maher Rd	Update school zone signage, including signs directing trucks to Maher Road.	\$4,000			
	Echo Valley Elementary	Echo Valley Rd from San Miguel Canyon Rd to Maher Rd	Update school zone pavement markings, including markings to clarify intersection at Echo Valley/Maher Rd	\$4,000			
	Echo Valley Elementary	School driveway	Install mural in school driveway	\$10,000			
	Elkhorn Elementary	School campus	Conduct technical study of using the school's lower field for parking and/or circulation	\$30,000			
	Elkhorn Elementary	Intersection of Elkhorn Rd and Castroville Blvd	Conduct study of roundabout at Castroville Blvd/Elkhorn Rd.	\$30,000			
	Elkhorn Elementary	Elkhorn Rd	Update school zone signage	\$4,000			
	Elkhorn Elementary	Elkhorn Rd	Update school zone pavement markings	\$4,000			
	Elkhorn Elementary	Intersection of Elkhorn Rd and Castroville Blvd	Use remaining \$38K as matching funds for roundabout	\$38,000			

PRUNEDALE							
Numero de Proyecto / Project Number	Escuela / School	Location	Recommendation	Costo Total Estimado / Total Estimated Cost	Costo Total Estimado / Total Estimated Cost	PROPUESTA / BUDGET	DIFERENCIA / DIFFERENCE
Proposal #2	Prunedale Elementary	Crosswalk in front of Prunedale Elementary	Install Rectangular Rapid Flashing Beacons (RRFB)	\$52,000	\$187,500	\$187,500	\$0
	Prunedale Elementary and Central Bay High	Pesante Rd from Hwy 101 to Pollock Ln	Update school signage on Pesante Rd for Central Bay High and Prunedale Elementary, including signage for drivers exiting US 101	\$6,000			
	Prunedale Elementary and Central Bay High	Pesante Rd from Hwy 101 to Pollock Ln	Update school zone pavement markings, including restriping crosswalk at Prunedale Elementary driveway.	\$6,000			
	Prunedale Elementary	Prunedale Elementary Driveway	Reconfigure school driveway to allow buses to exit without entering opposing lane.	\$50,000			
	Prunedale Elementary	Prunedale Elementary Driveway	Formalize pathway with a sidewalk on the north side of the driveway	\$73,500			
CASTROVILLE							
Numero de Proyecto / Project Number	Escuela / School	Location	Recommendation	Costo Total Estimado / Total Estimated Cost	Costo Total Estimado / Total Estimated Cost	PROPUESTA / BUDGET	DIFERENCIA / DIFFERENCE
Proposal #3	All Castroville schools	Intersection of McDougall St and Preston St	Install high-visibility crosswalk and curb extensions on two legs of intersection	\$135,000	\$187,000	\$171,875	-\$15,125
	Castroville Elementary	Intersection of McDougall St & Union St	Install rapid flashing beacons (RRFB) at existing crosswalk	\$52,000			
				TOTAL	\$1,021,500	\$1,000,001	-\$21,499
				COUNTY STRIPING FUNDS	\$21,500		
				TOTAL NMCUSD	\$218,500		
				TOTAL COUNTY	\$781,500		



County of Monterey

Item No.18

Board Report

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

Legistar File Number: OBM 25-151

October 14, 2025

Introduced: 9/2/2025

Current Status: Agenda Ready

Version: 1

Matter Type: Other Board Matters

Referral Matrix and New Referrals

Monterey County Board of Supervisors

MEETING:		October 14, 2025 - Other Board Matters							
SUBJECT:		Board Referrals Update							
DEPARTMENT:		County Administrative Office							
Item #	Brd Ref #	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 January 2025 July 2025 August 2025.	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 Soccer complex 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. Staff submitted for FY26 Federal Earmarks.	Postponed
3	2018.28	12/4/2018	Phillips	HCD		Spencer	Affordable Housing in the Coastal Zone	Amend County LCP to be consistent with the Coastal Act regarding affordable housing, authorize staff to investigate processes and provide language revision recommendations to the Local Coastal Plan. A presentation was provided to the Board on January 15, 2019. Section 30500.1 was added by Senate Bill 626 in 1981 to state: "No local coastal program shall be required to include housing policies and programs." HCD is working on the 6th Cycle Housing Element which includes housing opportunity sites in the Coastal Zone. The Housing Element is anticipated to be completed by September 2025. HCD staff have coordinated with Coastal Commission staff on the properties that fall within the coastal zone. HCD staff has also coordinated with the Coastal Commission on housing policies contained within our Land Use Plans that integrate affordable housing policies as we update those plans (for example: Moss Landing Community Plan and Big Sur Land Use Plan updates). This work is ongoing.	Pending
4	2020.22	7/7/2020	Chureh	CAO		Bokanovich	Referral Process Amendment	This referral requests that the process be amended to have Board approval for a referral as part of an agenda item showing the purpose of the referral, costs, time, challenges, and details of the project. In April 2021, the Board approved an amended Board Referral process, which included an exception for urgent matters and provided for Board review of pending referrals on an annual basis. Board review of the referral procedures is anticipated to occur in January 2025, in conjunction with other Board policies. Staff anticipates a further response to the Board in July 2025 August 2025.	Pending
5	2021.05	3/2/2021	Alejo	PWFP		Ishii	Monterey County COVID-19 Victims Memorial	This referral seeks to create a permanent memorial with the names of all COVID-19 victims of Monterey County on the Monterey County Government Campus at 168 West Alisal Street. A presentation was provided to the Board on March 22, 2022. Staff was directed to seek potential match from partners and return to the Board in 45 days for further direction. Staff has been seeking potential partners and will be reporting back. The Board approved a revised concept at its June 22, 2022 meeting. Staff is coordinating with the Budget Office to establish fund to receive donations, and staff is seeking potential donors. On September 13, 2022 the Board of Supervisors approved staff's request to enter into a capital campaign with Monterey County Community Foundation to raise funds to complete the project. Staff provided an update to the Board on June 13, 2023. Staff provided a status update at the June 13 BOS. Funding efforts are at 44% overall project cost. Funding raising efforts have raised enough money to develop plans for permit. Staff initiated a draw from the Community Foundation fund to begin drawings for permit. Construction implementation is pending additional funding. Unfunded project budget of \$50,000 is proposed for FY26 CIP funding and prioritization.	Pending

Item #	Brd Ref #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
6	2021.09	5/25/2021	Church/Askew	CAO		Bokanovich	Review of Board Committee Responsibilities	This referral seeks to clarify the purpose and responsibilities of each Board of Supervisors committees to improve staff workflow and Board decision making ability. A preliminary analysis was approved by the Board on June 15, 2021. Staff will be submitting a response to this referral for Board consideration in May 2022. The referral has been reassigned to the County Administrative Office for response. Board is scheduled to conduct its 2nd annual evaluation of pending referrals on March 28, 2023. To avoid future delays, all annual evaluations will be scheduled to occur the first month of each calendar year. Board review of the referral procedures is anticipated to occur in October, in conjunction with other Board policies. Staff anticipates a response to this referral in January 2025 July 2025 August 2025..	Pending
7	2021.25	11/16/2021	Askew	HCD		Spencer	East Garrison Street Renaming	This referral seeks to identify the process and funding for the renaming of certain streets in East Garrison and revise the naming approval process. A preliminary response was provided to the Board on January 11, 2022. Staff presented to the Board at the May 3, 2022 Board Meeting, and received direction from the Board. HCD has been directed to engage with the public and determine interest in changing the street names within East Garrison. HCD attended the East Garrison CSD (EGCSD) meeting on May 11, 2022, to present the matter. HCD staff will develop a draft program. The program will likely be presented to the Board for consideration once developed. Proposed completion date of October 2025.	Pending
8	2021.29	12/7/2021	Adams	PWFP		Ishii	Increased Fines for Big Sur Roadside Camping Prohibition	This referral seeks to increase the administrative citation and fine amounts for citations issued under Monterey County Code Section 14.18.020.A. This is a follow-up to Board Referral No. 2019.16 (Big Sur Roadside Camping Prohibition Enforcement). A preliminary response was provided to the Board on January 11, 2022. The Ordinance increasing the existing fine amount to \$1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage to indicate the increased fine amount has been installed on all existing camping prohibition signs. Staff continues coordination with the Big Sur Byways Organization and District 5 on installation of additional new signs. Staff continues to coordinate with Caltrans and Coastal Commission on getting the necessary approval/permits to install along SR 1. Staff is working with HCD regarding Coastal permits. Proposed completion date of January Fall 2025.	Pending
9	2022.02	1/11/2022	Askew	CAO		Blitche/Chinatos	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.	Pending
10	2022.04	2/1/2022	Church/Lopez	PWFP HCD		Ishii Spencer	Revisit Rossi Road Extension Plan	This referral seeks to revisit the Rossi Road extension plan and explore solutions to alleviate traffic congestion and improve traffic circulation in the Boronda area as a result of the population and business growth and the relocation of the SVSWA transfer station and Republic Services' yard. A preliminary response was provided to the Board on March 8, 2022. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed. HCD staff is preparing a draft MOU with the City of Salinas. The draft MOU will be presented to the Board once completed. Proposed completion date of December 2028.	Pending
11	2022.14	4/19/2022	Lopez	PWFP		Ishii	Harkins Road	This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. PWFP engaged consultant support to evaluate a potential one-way concept for Harkins Road, and a community meeting was held in Spreckels on December 5, 2022 to get feedback. Staff provided a verbal update to the referring Supervisor in January and a report to the Board is planned for the February 28, 2023 March 7, 2022 Board meeting. With the Board Report seeking approval for the Harkins/Hunter project, staff is presenting our recommendation for the Harkins Road next week. The one-way option of Harkins is not being recommended. Staff is recommending 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.	Pending
12	2022.22	9/27/2022	Alejo	PWFP		Ishii/Lerabelle	East Salinas District 1 Office/ Distriet 1 Carryover Office Budget Funding For Planned East Salinas Office	This referral requests that staff search and open a District Office for District 1 in East Salinas 93905 to provide greater office access to constituents in this area of Salinas with the greatest need. A preliminary response was presented to the Board on October 25, 2022. A site has been identified and staff is coordinating with the landlord on ADA upgrades prior to executing the lease. Modified by the referring Supervisor on May 18, 2023 to include that any leftover District 1 office budget funding for 2022-23 be carried over into the next fiscal for the specific purpose of paying and offsetting any costs in opening the D1 office in East Salinas. Real Property continues to keep an active search open for available office space within District 1 and provide occasional update to Supervisor Alejo of staffs efforts. Currently there are no opportunities available that meet the Supervisor's requirements. PWFP Real Property Staff is continuing to search for viable office space based on the D1 Office needs within the Alisal District 1 Area on a consistent basis. To date, no viable office options which meet the D1 office needs for required sq. ft., security needs and accessibility have been located. Staff will continue to present any viable options located to the D1 Office as warranted.	Pending

Item #	Brd Ref #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
13	2023.03	2/7/2023	Alejo	HCD		Spencer	Affordable Senior Housing Project at 855 East Laurel Drive	This referral purpose is to approve using a vacant county property at the eastern-corner portion of 855 East Laurel Drive to construct affordable housing units for Monterey County seniors. A preliminary response was provided to the Board of Supervisors on February 28, 2023. HCD staff has met with the Housing Authority who have expressed an interest in partnering with the County on such a project. HCD is also coordinating with PWFP on plans for the Laurel Yard campus which are currently in development. Separately, HCD has been progressing an affordable housing project at this same site. On February 7, 2023 the Board approved an Exclusive Negotiating Agreement with Eden Housing Inc. for design and development of an Affordable Housing Multifamily Rental Housing Project. December 12, 2023, the Development Review Committee considered Eden's two-phase 132 rental unit affordable housing project. County has procured outside legal counsel and negotiations with Eden for a Disposition and Development Agreement with Long-Term Ground Lease are underway, which are anticipated to come to Board for consideration late spring 2024. The potential for a senior housing project will be presented to the Board once the Eden housing project is completed and PWFP has identified any remaining needs for land at the Laurel Yard. Proposed completion date of December 2026.	Pending
14	2023.09	4/18/2023	Alejo	PWFP		Ishii	Salinas Regional Soccer Complex Grant Opportunities	This referral seeks that county staff assist in two grant opportunities for the Salinas Regional Soccer Complex that requires the County of Monterey to be lead applicant as the real property owner. Staff will provide an update to the Board on May 9, 2023. Staff presented a referral response on May 9 and May 15th. BOS provided direction to modify the referral by continuing to work with the Sport Authority on funding on options to bring back to the board for discussion. Staff will continue to collaborate with SRSA to find partner on new grant opportunities. Staff worked with Leg Staff to submit a request for federal earmark. Project was selected by Rep. Lofgren to advance to the House Appropriations Committee for further consideration of a federal earmark.	Pending
15	2023.13	7/11/2023	Church	PWFP		Ishii	Laurel Yard Master Plan	This referral requests that county staff analyze the current and proposed uses of the County owned properties at and around the Laurel Yard in Salinas and engage in a master plan to ensure compatible development consistent with County operations and community objectives to determine if the Laurel Yard should be relocated and potential sites for consideration. A preliminary response was presented to the Board on August 29, 2023. Staff provided a status update to the Board on September 17, 2024. Site is included in the County-wide Master Plan and will be analyzed in context of the County's overall needs. Master Plan expected to be completed in Fall 2025.	Pending
16	2023.17	7/19/2023	Adams	HCD		Spencer	Safeguard & Maintain Historic Buildings in Monterey County	Referral requests the County pass a local ordinance where it shall be unlawful for any person to cause or cause others to act to burn or structurally damage a structure that has been listed on a city, county, state, or national list of historic properties. This includes owners of a structure listed on a local, state, or national register of historic structures. HCD staff presented a preliminary response to this referral on September 12, 2023. The Board directed HCD to proceed with updating the County's Historic Preservation Ordinance to incorporate penalties for unlawful damage to historic resources. Updates to the Historic Preservation are on the long-range work plan for HCD and are programed to be completed in future years.	Pending
17	2023.20	11/7/2023	Church	Health		Jimenez	Littering Fines	This referral requests that staff amend County Code 10.41.040 to establish clear and significant penalties for littering and dumping by adopting fines parallel to that of San Benito County. Environmental Health will be presenting a draft Ordinance at the Board of Supervisors meeting on January 30, 2024, requesting that a Public Hearing be set to adopt the Ordinance. The ordinance will be set on February 27th for adoption, and direction was given by the Board to come back in one year with an update on the number of administrative violations, how many fines have been levied, and the total amount of fines. Staff will return to the Board of Supervisors with an update on implementation efforts and findings in March 2025. Since the adoption of higher fines for illegal dumping, EH has issued one citation on 12/13/2024 in the amount of \$2,500. The citation was issued based on video images captured from surveillance cameras installed specifically to capture illegal dumpers. The Two cameras were installed in the right of way in a location known for illegal dumping. Staff was to bring back an update to the Board in March of 2025. Staff provided an update to the Board on April 22, 2025 and were directed to give an update in 6 months of the effectiveness of the cameras and a renewal of the software agreement.	Pending
18	2023.21	11/7/2023	Church	CAO		Choulos/Bokanovich	Non-County Entity Appointments Procedure for Supervisors	This referral requestst that staff amend the current policy for appointments of County Supervisors to Non-County entities. In November 2023, the Board established an ad hoc to review and vet non-county entity appointment procedures. A meeting of the Ad Hoc was convened in late October 2024. An update report will be provided to the Board on December 4, 2024 July-2025 August 2025.	Pending
19	2023.22	11/28/2023	Adams	PWFP		Ishii	Bixby Bridge - Traffic and Pedestrian Safety	Referral requests that staff identify solutions to respond to the immediate health and safety emergency concerns at the Bixby Bridge in Big Sur due to increased levels of visitation resulting in traffic congestion, parking issues, blocked residential access, and unsafe illegal pedestrian crossings across Highway 1. Staff presented a Preliminary Analysis Report to the Board on January 23, 2024. Staff will provide updates as they meet with the working group. Urgency Ordinance was approved by the Board of Supervisors on June 25, 2024. Next steps are to work with HCD on Emergency Coastal Development Permit. Proposed completion date of August 2024. The permit for the Urgency Ordinance was approved. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
20	2024.03	3/12/2024	Lopez	CAO		Vaughn	Wine Improvement District	This referral requests examination of sales or transactions and use tax records for the purpose of forming a wine improvement district in Monterey County. A preliminary response was presented to the Board on April 23, 2024. Staff is continuing to work with Vintners and will provide an update to the Board at a future date.	Pending
21	2024.04	3/23/2024	Church	CAO/PWFP		Paolinelli/Ishii	Maintenance of Little Bear Creek: Permits	This referral requests a study of permit processes for cleaning and long-term maintenance of Little Bear Creek. A preliminary response will be presented to the Board on April 16, 2024. PWFP is acquiring a hydrologic and hydraulic study proposal from one of our on-call consultants. This is the next step identified in the Preliminary Analysis Report. There is currently not enough information to determine a completion date. Much will depend on State and federal regulators (as well as the public and Board if this effort should be funded). The hydrologic and hydraulic study is underway.	Pending
22	2024.05	5/14/2024	Church	PWFP		Ishii	Speed Hump Fee Waivers for Low-Income Neighborhoods	This referral requests that the Board implement a policy that will waive the fees for speed hump installment in low-income neighborhoods to create safer roads. A preliminary response was presented to the Board on June 8, 2024. Staff is proceeding with the process presented in the preliminary response and exploring prioritization criteria and funding options. However, research and analysis is more involved than initially anticipated. Staff anticipates having more information to report in Summer 2025.	Pending
23	2024.07	5/14/2024	Alejo	HCD		Spencer	County Tenant Relocation Assistance Ordinance Update	This referral request is to update the current County Relocation Assistance Ordinance 18.15.050 – “Tenant relocation provisions for rental housing” to allow an option by the County of Monterey to require landlords/property owners, who violate the county housing ordinance, to pay owed tenant relocation assistance upfront into a county account so that tenants can claim the owed rent later, without having to interact with the landlord/property owner and to better track payments made to housing victims and ensure timeliness. A preliminary response was presented to the Board on June 25, 2024. The Board provided direction to HCD to prepare an ordinance that amend current requirements to authorize the County to provide tenant relocation assistance directly to impacted families and individuals and to seek reimbursement from the landlord/property owner for those costs. The ordinance is on the list of long-range planning projects and is scheduled in “future years.” The Board is asked to help review and prioritize the long-range projects annually.	Pending
24	2024.10	9/10/2024	Church	Health		Jimenez	Allow POU/POE Water Treatment for New Construction (Including ADUs)	To allow for Point of Use/Point of Entry water treatment devices to be used for new construction on vacant legal lots of record and for accessory dwelling units (ADUs). A preliminary response will be presented to the Board on October 1, 2024. EHB has prepared a draft amended ordinance that will be sent to County Counsel for review this week. The amendments add the option to use POU/POE for new development on a vacant lot or for an ADU or other second unit. Once County Counsel approves the amended ordinance, EHB will contract with Rincon to do the Initial Study. It is necessary to prepare the draft ordinance before contracting with Rincon, so they know what to include in the initial study. The updates in the amended ordinance regarding new development are the same as Rincon analyzed in the initial CEQA document, which will help streamline the process. Staff gave an update to the Board on April 22, 2025 and were instructed to return by December 2025 with a proposed amendment to the ordinance and an initial Study-Mitigated Negative Declaration evaluation.	Pending
25	2024.11	9/10/2024	Church	Health		Jimenez	Modifications to the County’s Rooster Ordinance	This referral seeks to modify the County’s Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County. A preliminary response will be presented to the Board on October 1, 2024. Staff presented a Preliminary Analysis Response to the Board on 10/1/24 where the referral will be deemed complete contingent upon staff returning in 6 months with recommendations for updating/changing the Rooster ordinance. Staff is waiting to see if there is a change in State law and will bring the update back to the BoS once that information is confirmed next month (March 2025). Then a date will be set on the Board Agenda for an update. Staff is working on a letter of support for AB-928 (Rogers) Cockfighting Cruelty Act that is going to the Hitchcock Road Advisory Committee the week of May 19, 2025.	Pending
26	2024.12	9/24/2024	Alejo	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.	Pending
27	2024.13	9/24/2024	Alejo	CAO		Paolinelli	Tiny Homes Village Renaming	This referral requests that the name of the pending Tiny Homes Village in Watsonville be changed to a more suitable name that inspires hope, that is easy to pronounce bilingually, and that has input from Monterey County, Santa Cruz County and the City of Watsonville. A preliminary response will be presented to the Board in January 2025. The Supervisors agreed that the renaming of the Watsonville Tiny Village will not be revisited until the Building Permit has been issued. The Counties are still working closely with the City to meet the remaining components of this process. Staff anticipates it will be completed in May 2025. Staff will provide a response to the Board on October 7, 2025.	Pending
28	2024.17	12/3/2024	Church	HCD/CAO		Spencer/Paolinelli	Policy for Evaluating Housing Economic Impacts on Residents in Legislative Decisions	This referral request for the Board of Supervisors to implement a policy requiring an assessment of potential housing economic impacts on residents in the legislative decision-making process. A preliminary response will be presented to the Board on February 4, 2025.	Pending

Item #	Brd Ref #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
29	2025.01	2/4/2025	Alejo	County Counsel		Blich	Monterey County Fracking Ban	The purpose of this referral is to draft an ordinance that would prohibit fracking in Monterey County. 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 for consideration in 2025. The portions of Measure Z that implement a fracking ban in the inland portions of Monterey County have now been put in place. Specifically, the 2010 General Plan and Ford Ord Master Plan have been updated. In consultation with Coastal Commission staff, HCD staff learned that the coastal land use plan amendments need to return to the Board before they can be submitted to the Coastal Commission. County Counsel's Office staff is working with HCD staff to return to the Board with the item, and then resubmit to the Coastal Commission.	Pending
30	2025.03	4/22/2025	Askew	CAO/COB		Chulos/Ralph	Encouraging Broad Diverse Applicant Pools with Transparent Outreach	This referral directs the County Administrative Officer and Clerk of the Board of the Board of Supervisors to ensure Board of Supervisors compliance with the Maddy Act and increase the transparency of outreach and encourage broad and diverse applicant pools for County Board, Committees, and Commissions, and Special Districts. Staff will provide a preliminary analysis response on May 13, 2025.	Pending
31	2025.04	4/22/2025	Askew	CAO/County Counsel/COB		Chulos/Blich/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. Staff will provide a preliminary analysis response on May 13, 2025.	Pending
32	2025.05	5/13/2025	Daniels	PWFP		Ishii	Bixby Bridge – No Parking	Requesting staff to define actions needed to continue the current emergency parking prohibition and maintain the physical measures implementing it beyond the conclusion of the CT Rocky Creek slip out repair project (currently estimated to be completed in June) without interruption unless/until a more global solution can be identified and implemented thru future projects. Staff will provide a preliminary analysis response on June 3, 2025.	Pending
33	2025.06	6/10/2025	Alejo/Lopez	Health		Elsa	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 October 21, 2026.	Pending
34	2025.07	8/5/2025	Alejo	PW/P		Ishii	The Alisal Arch of East Salinas	The purpose of this referral is to have the Board of Supervisors official support for the construction of an Alisal Arch in East Salinas and to financially contribute to the project. Staff will provide a preliminary response to the Board on August 26, 2025 September 30, 2025.	Pending
35	2025.08	8/5/2025	Alejo	Health		Jimenez	Mitigation Monitoring for the Salinas Regional Soccer Complex	The purpose of this referral is to have the Monterey County Environmental Health Bureau and/or the County Public Works, Facilities and Parks provide contracted mitigation monitoring services for the Salinas Regional Soccer Complex expansion project. Staff will provide a preliminary response to the Board on September 30, 2025. Staff will provide an update to the Board on October 21, 2025.	Pending
36	2025.09	8/19/2025	Lopez	PWFP		Ishii	Anza National Historic Trail Auto Tour Signs	Partner with the National Park Service to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail. A preliminary response will be provided to the Board on September 30, 2025.	Pending
37	2025.10	8/26/2025	Alejo	Health		Jimenez	Monterey County Spay and Neuter Ordinance for Cats and Dogs	The purpose of this referral is to enact a Spay and Neuter Ordinance for cats and dogs to address pet overpopulation, euthanasia rates, and overcrowded shelters with minimal staffing. A preliminary response will be provided to the Board on September 30, 2025.	Pending
38	2025.11	9/16/2025	Chureh	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 October 28, 2025.	Pending

Item #	Bid Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
39	2025.12	10/14/2025	Church	PWFP/CAO	Ishii/Paoline Ili/Vaughn		Formation of an Ad Hoc Committee on the Salinas Train Station (Intermodal Transportation Center) between the City of Salinas and County of Monterey.	The purpose of this referral is for the committee to coordinate station upgrades and maintenance, develop tourism strategies, develop economic development strategies, engage stakeholders, and identify funding opportunities.	Pending approval on 10/14/25
								<i>Completed by Executive Assistant on October 9, 2025</i>	

Monterey County Board of Supervisors Referral Submittal Form

Referral No. 2025.12
Assignment Date: 10/14/25
(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: 9/26/2025	Submitted By: Supervisor Glenn Church	District #: 2
Referral Title: Formation of an Ad Hoc Committee on the Salinas Train Station (Intermodal Transportation Center) between the City of Salinas and County of Monterey.		
Referral Purpose: Coordinate station upgrades and maintenance, develop tourism strategies, develop economic development strategies, engage stakeholders, and identify funding opportunities.		
Brief Referral Description (attach additional sheet as required): The Intermodal Transportation Center has received many upgrades in recent years, such as from TAMC funding. However, there remain operational and maintenance matters that need to be addressed for the Center to reach its full potential. There is also a lack of policy direction on how the Center will be used to promote tourism and economic development for Salinas and surrounding areas. The formation of this committee is to coordinate Salinas and County resources for a unified plan and direction. The recommendation is for two Supervisors and two members of the City Council to sit on this committee.		
Classification - Implication	Mode of Response	
<input type="checkbox"/> Ministerial / Minor <input type="checkbox"/> Land Use Policy <input type="checkbox"/> Social Policy <input type="checkbox"/> Budget Policy <input checked="" type="checkbox"/> Other: <u>CAO</u>	<input type="checkbox"/> Memo <input checked="" type="checkbox"/> Board Report <input type="checkbox"/> Presentation	
	Requested Response Timeline	
	<input type="checkbox"/> 2 weeks <input checked="" type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input type="checkbox"/> Status reports until completed <input type="checkbox"/> Other: _____ <input type="checkbox"/> Specific Date: _____	

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

Department(s): <u>PWFP and CAO</u>	Referral Lead: <u>Randy Ishii and Debbie Paolinelli</u>	Board Date: <u>10/14/25</u>
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REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:

Department(s):	Referral Lead:	Date:
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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: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Department's Recommended Response Timeline</th> </tr> <tr> <td colspan="2"><input type="checkbox"/> By requested date</td> </tr> <tr> <td><input type="checkbox"/> 2 weeks</td> <td><input type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input type="checkbox"/> 6 months</td> </tr> <tr> <td><input type="checkbox"/> 1 year</td> <td><input type="checkbox"/> Other/Specific Date: _____</td> </tr> </table>	Department's Recommended Response Timeline		<input type="checkbox"/> By requested date		<input type="checkbox"/> 2 weeks	<input type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input type="checkbox"/> 6 months	<input type="checkbox"/> 1 year	<input type="checkbox"/> Other/Specific Date: _____
Department's Recommended Response Timeline									
<input type="checkbox"/> By requested date									
<input type="checkbox"/> 2 weeks	<input type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input type="checkbox"/> 6 months								
<input type="checkbox"/> 1 year	<input type="checkbox"/> Other/Specific Date: _____								

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

Referral Response Date:	Board Item No.:	Referrals List Deletion:
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Note: Please cc Claudia Escalante and Karina Bokanovich on all CAO correspondence relating to referrals.



County of Monterey

Item No.19

Board Report

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

Legistar File Number: OBM 25-152

October 14, 2025

Introduced: 9/2/2025

Current Status: Agenda Ready

Version: 1

Matter Type: Other Board Matters

County Administrative Officer Comments



County of Monterey

Item No.20

Board Report

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

Legistar File Number: OBM 25-153

October 14, 2025

Introduced: 9/2/2025

Current Status: Agenda Ready

Version: 1

Matter Type: Other Board Matters

Board Comments



County of Monterey

Item No.

Board Report

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

Legistar File Number: 25-672

October 14, 2025

Introduced: 9/23/2025

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

2025 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 2025.....)

The Board will meet on Wednesday, May 28, 2025, at 9:00 a.m. and Thursday, May 29, 2025, at 9:00 a.m. for Budget Hearings and will meet every Tuesday at 9:00 a.m., as scheduled below:

Meeting On:
January 7, 2025
January 14, 2025
January 28, 2025
February 4, 2025
February 7, 2025 Legislative Workshop - Friday
February 18, 2025
February 25, 2025
March 7, 2025 BOS/Dept. Head Retreat - Friday
March 11, 2025
March 18, 2025
March 25, 2025 Budget Workshop
April 15, 2025
April 22, 2025
April 29, 2025
May 6, 2025
May 13, 2025
May 20, 2025
May 28, 2025 Budget Hearings - Wednesday
May 29, 2025 Budget Hearings – Thursday (If needed)
June 3, 2025
June 10, 2025
June 17, 2025 Budget Adoption, etc.
June 24, 2025
June 26, 2025 Executive Performance Evaluations -Thursday
June 27, 2025 Executive Performance Evaluations – Friday (If needed)
July 1, 2025
July 8, 2025
August 5, 2025
August 12, 2025
August 19, 2025
August 26, 2025
September 16, 2025
September 23, 2025
September 30, 2025
October 7, 2025
October 14, 2025
October 21, 2025
October 28, 2025
November 4, 2025
November 18, 2025

December 2, 2025
December 9, 2025
December 10, 2025 – Wednesday Overflow (If needed)
December 11, 2025 Executive Performance Evaluations - Thursday
December 12, 2025 Executive Performance Evaluations – Friday (If needed)

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 21, 2025	Martin Luther King’s Day
February 11, 2025	National Association of Counties Conference (NACo)
March 4, 2025	Dept Head Retreat
April 1, 2025	Cesar Chavez Day
April 8, 2025	Spring Break
May 27, 2025	Memorial Day
July 15, 2025	Summer Recess
July 22, 2025	Summer Recess
July 29, 2025	Summer Recess
September 2, 2025	Labor Day
September 9, 2025	Legislative Conference
November 11, 2025	Veterans Day
November 25, 2025	Thanksgiving Day
December 16, 2025	Winter Break
December 23, 2025	Winter Break
December 30, 2025	Winter Break

PASSED AND ADOPTED on this 24th day of September 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

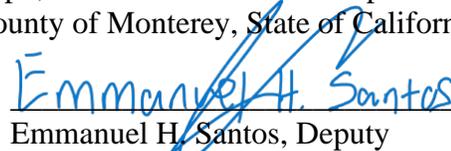
NOES: None

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 on September 24, 2024.

Dated: September 27, 2024

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


Emmanuel H. Santos, Deputy



County of Monterey

Item No.21

Board Report

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

Legistar File Number: A 25-393

October 14, 2025

Introduced: 9/18/2025

Current Status: Health Department -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to Memorandum of Understanding A-17303 between Monterey County Health Department, Behavioral Health Bureau and the Monterey County Office of Education for Monterey County Alternative Education to add \$45,202 of additional therapeutic and mental health services, for a revised total Memorandum of Understanding amount not to exceed \$150,672 with no change to the term of August 1, 2025 through June 30, 2026; and
- b. Approve and authorize the Director of Health Services or designee to execute a retroactive Memorandum of Understanding (MOU) with each school district listed in Attachment 1 for therapeutic and mental health services, for an estimated total revenue amount of \$682,040 in the aggregate across all MOUs as listed in Attachment 1, for term of August 1, 2025 through June 30, 2026; and
- c. Approve the non-standard insurance and indemnification provisions in the MOUs listed in Attachment 1 as recommended by the Director of Health Services; and
- d. Approve and authorize the Director of Health Services or designee to execute the MOU as modified by the parties, where the terms are not significantly different from the MOU, do not significantly change the level of risk or the scope of a party's obligations or responsibilities, and are subject to review and approval of County Counsel and County Risk Manager; and
- e. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments to each MOU with the School Districts listed in Attachment 1 that in total, does not exceed 10% of the initial amount specified in each Memorandum of Understanding, and that does not significantly change the scope of services, for a total in the aggregate not to exceed \$750,244.

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 Amendment No. 1 to Memorandum of Understanding A-17303 between Monterey County Health Department, Behavioral Health Bureau and the Monterey County Office of Education for Monterey County Alternative Education to add \$45,202 of additional therapeutic and mental health services, for a revised total Memorandum of Understanding amount not to exceed \$150,672 with no change to the term of August 1, 2025 through June 30, 2026; and
- b. Approve and authorize the Director of Health Services or designee to execute a retroactive Memorandum of Understanding (MOU) with each school district listed in Attachment 1 for therapeutic and mental health services, for an estimated total revenue amount of \$682,040 in the aggregate across all MOUs as listed in Attachment 1, for term of August 1, 2025 through June 30,

2026; and

- c. Approve the non-standard insurance and indemnification provisions in the MOUs listed in Attachment 1 as recommended by the Director of Health Services; and
- d. Approve and authorize the Director of Health Services or designee to execute the MOU as modified by the parties, where the terms are not significantly different from the MOU, do not significantly change the level of risk or the scope of a party's obligations or responsibilities, and are subject to review and approval of County Counsel and County Risk Manager; and
- e. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments to each MOU with the School Districts listed in Attachment 1 that in total, does not exceed 10% of the initial amount specified in each Memorandum of Understanding, and that does not significantly change the scope of services, for a total in the aggregate not to exceed \$750,244.

SUMMARY:

This request to the Board of Supervisors adds additional school districts that secured funding after the original request was approved on May 13, 2025 (Attachment 1). The additional school districts seek to continue their partnership with the County of Monterey, on behalf of its Health Department Behavioral Health Bureau for the provision of therapeutic services and mental health supports for students identified as having trouble with their educational goals due to social, emotional or behavioral issues for the 2025-26 academic school year.

DISCUSSION:

On May 13th, 2025, the Board of Supervisors approved and authorized the Director of Health to execute a Memorandum of Understanding (MOU) template for the 2025-26 fiscal year for six school districts and a total not to exceed amount of \$445,650. In addition to the school districts previously approved on May 13th, the school districts listed in Attachment 1 secured funding after the original request was approved by BOS, and they seek to continue their partnership with the County of Monterey, on behalf of its Health Department Behavioral Health Bureau, for the provision of therapeutic services and mental health supports for students identified as having trouble with their educational goals due to social, emotional or behavioral issues for the 2025-26 academic school year, with limited services during the summer months. An academic school year is defined as ten months of instruction and two months of vacation during the summer.

Through the MOU, County will deploy Psychiatric Social Workers ("Therapist") or Social Workers to School Districts to provide an array of therapeutic services to students including individual therapy, family therapy, parent and/or teacher consultation, treatment planning, coordination with county psychiatric services, crisis intervention, and teletherapy in coordination with the student's parent/guardian and intensive in-home behavioral intervention as needed through various programs: General Education, Interconnected Systems Framework, and Out of School Youth Mental Health Supports (see Attachment 1 of the Board Report). The School Districts agree to pay the non-Federal Financial Participation (FFP) portion of the costs up to the total maximum MOU amount since the County is reimbursed FFP directly by the Department of Health Care Services. The estimated expected revenue across all MOUs of \$1,172,892 from these MOUs in FY 2025-26 (Attachment 2) may vary based on changes in School District budgets and County staffing.

The previously approved MOU template provides for mutual indemnification and limitation of liability.

The MOU template provides that both County and Districts must meet coverage limits for professional liability and commercial general liability (“CGL”), and additional insured endorsements for commercial general liability, which coverage limits are at or above the requirements for the County’s own service providers. The template further provides for the inclusion of professional liability and CGL coverage related to sexual misconduct.

This work supports one of the County of Monterey County Health Department 2025-2028 Strategic Plan Goal(s): 2. Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel and Auditor-Controller have reviewed and approved this request as to legal form and fiscal provisions, respectively. Risk Management cannot approve this request due to unforeseeable non-standard indemnification, limitation of liability, and insurance provisions.

FINANCING:

These Agreements are funded by Federal Financial Participation (FFP), School District, and Mental Health Student Services Act (MHSSA) Grant. The associated revenue and expenditures are included in the Health Department’s Behavioral Health (HEA012, Unit 8410) FY 2025-26 Approved Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This agreement will improve the health, quality of life, and support the well-being of residents.

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
- Safe and Resilient Communities
- Diverse and Thriving Economy

Prepared by: Salvador Cervantes, Management Analyst III, 279-3755

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

- Board Report
- Amendment No. 1 to Memorandum of Understanding A-17303
- Attachment 1
- Attachment 2
- MCOE Alternative Ed Memorandum of Understanding
- General Education Memorandum of Understanding Template



County of Monterey

Item No.

Board Report

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

Legistar File Number: A 25-393

October 14, 2025

Introduced: 9/18/2025

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to Memorandum of Understanding A-17303 between Monterey County Health Department, Behavioral Health Bureau and the Monterey County Office of Education for Monterey County Alternative Education to add \$45,202 of additional therapeutic and mental health services, for a revised total Memorandum of Understanding amount not to exceed \$150,672 with no change to the term of August 1, 2025 through June 30, 2026; and
- b. Approve and authorize the Director of Health Services or designee to execute a retroactive Memorandum of Understanding (MOU) with each school district listed in Attachment 1 for therapeutic and mental health services, for an estimated total revenue amount of \$682,040 in the aggregate across all MOUs as listed in Attachment 1, for term of August 1, 2025 through June 30, 2026; and
- c. Approve the non-standard insurance and indemnification provisions in the MOUs listed in Attachment 1 as recommended by the Director of Health Services; and
- d. Approve and authorize the Director of Health Services or designee to execute the MOU as modified by the parties, where the terms are not significantly different from the MOU, do not significantly change the level of risk or the scope of a party's obligations or responsibilities, and are subject to review and approval of County Counsel and County Risk Manager; and
- e. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments to each MOU with the School Districts listed in Attachment 1 that in total, does not exceed 10% of the initial amount specified in each Memorandum of Understanding, and that does not significantly change the scope of services, for a total in the aggregate not to exceed \$750,244.

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 Amendment No. 1 to Memorandum of Understanding A-17303 between Monterey County Health Department, Behavioral Health Bureau and the Monterey County Office of Education for Monterey County Alternative Education to add \$45,202 of additional therapeutic and mental health services, for a revised total Memorandum of Understanding amount not to exceed \$150,672 with no change to the term of August 1, 2025 through June 30, 2026; and
- b. Approve and authorize the Director of Health Services or designee to execute a retroactive Memorandum of Understanding (MOU) with each school district listed in Attachment 1 for therapeutic and mental health services, for an estimated total revenue amount of \$682,040 in the aggregate across all MOUs as listed in Attachment 1, for term of August 1, 2025 through June 30, 2026; and

- c. Approve the non-standard insurance and indemnification provisions in the MOUs listed in Attachment 1 as recommended by the Director of Health Services; and
- d. Approve and authorize the Director of Health Services or designee to execute the MOU as modified by the parties, where the terms are not significantly different from the MOU, do not significantly change the level of risk or the scope of a party's obligations or responsibilities, and are subject to review and approval of County Counsel and County Risk Manager; and
- e. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments to each MOU with the School Districts listed in Attachment 1 that in total, does not exceed 10% of the initial amount specified in each Memorandum of Understanding, and that does not significantly change the scope of services, for a total in the aggregate not to exceed \$750,244.

SUMMARY:

This request to the Board of Supervisors adds additional school districts that secured funding after the original request was approved on May 13, 2025 (Attachment 1). The additional school districts seek to continue their partnership with the County of Monterey, on behalf of its Health Department Behavioral Health Bureau for the provision of therapeutic services and mental health supports for students identified as having trouble with their educational goals due to social, emotional or behavioral issues for the 2025-26 academic school year.

DISCUSSION:

On May 13th, 2025, the Board of Supervisors approved and authorized the Director of Health to execute a Memorandum of Understanding (MOU) template for the 2025-26 fiscal year for six school districts and a total not to exceed amount of \$445,650. In addition to the school districts previously approved on May 13th, the school districts listed in Attachment 1 secured funding after the original request was approved by BOS, and they seek to continue their partnership with the County of Monterey, on behalf of its Health Department Behavioral Health Bureau, for the provision of therapeutic services and mental health supports for students identified as having trouble with their educational goals due to social, emotional or behavioral issues for the 2025-26 academic school year, with limited services during the summer months. An academic school year is defined as ten months of instruction and two months of vacation during the summer.

Through the MOU, County will deploy Psychiatric Social Workers ("Therapist") or Social Workers to School Districts to provide an array of therapeutic services to students including individual therapy, family therapy, parent and/or teacher consultation, treatment planning, coordination with county psychiatric services, crisis intervention, and teletherapy in coordination with the student's parent/guardian and intensive in-home behavioral intervention as needed through various programs: General Education, Interconnected Systems Framework, and Out of School Youth Mental Health Supports (see Attachment 1 of the Board Report). The School Districts agree to pay the non-Federal Financial Participation (FFP) portion of the costs up to the total maximum MOU amount since the County is reimbursed FFP directly by the Department of Health Care Services. The estimated expected revenue across all MOUs of \$1,172,892 from these MOUs in FY 2025-26 (Attachment 2) may vary based on changes in School District budgets and County staffing.

The previously approved MOU template provides for mutual indemnification and limitation of liability. The MOU template provides that both County and Districts must meet coverage limits for professional

liability and commercial general liability (“CGL”), and additional insured endorsements for commercial general liability, which coverage limits are at or above the requirements for the County’s own service providers. The template further provides for the inclusion of professional liability and CGL coverage related to sexual misconduct.

This work supports one of the County of Monterey County Health Department 2025-2028 Strategic Plan Goal(s): 2. Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel and Auditor-Controller have reviewed and approved this request as to legal form and fiscal provisions, respectively. Risk Management cannot approve this request due to unforeseeable non-standard indemnification, limitation of liability, and insurance provisions.

FINANCING:

These Agreements are funded by Federal Financial Participation (FFP), School District, and Mental Health Student Services Act (MHSSA) Grant. The associated revenue and expenditures are included in the Health Department’s Behavioral Health (HEA012, Unit 8410) FY 2025-26 Approved Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This agreement will improve the health, quality of life, and support the well-being of residents.

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
- Safe and Resilient Communities
- Diverse and Thriving Economy

Prepared by: Salvador Cervantes, Management Analyst III, 279-3755

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

- Board Report
- Amendment No. 1 to Memorandum of Understanding A-17303
- Attachment 1
- Attachment 2
- MCOE Alternative Ed Memorandum of Understanding
- General Education Memorandum of Understanding Template

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING A-17303
BY AND BETWEEN
THE COUNTY OF MONTEREY, ON BEHALF OF THE
COUNTY OF MONTEREY HEALTH DEPARTMENT,
BEHAVIORAL HEALTH BUREAU
AND
MONTEREY COUNTY OFFICE OF EDUCATION FOR
MONTEREY COUNTY ALTERNATIVE EDUCATION**

This **AMENDMENT NO. 1** to MEMORANDUM OF UNDERSTANDING A-17303 is made by and between the **COUNTY OF MONTEREY**, on behalf of the Monterey County Health Department, Behavioral Health Bureau, a political subdivision of the State of California, hereinafter referred to as “MCBH,” and **Monterey County Office of Education for Monterey County Alternative Education**, hereinafter referred to as “School District.”

WHEREAS, MCBH and School District entered into MEMORANDUM OF UNDERSTANDING A-17303 for MCBH to provide mental health services through the general education program and special education program to students requiring these services in School District in the amount of \$105,470.00 for the term August 1, 2025 through June 30, 2026; and,

WHEREAS, MCBH and School District wish to amend MEMORANDUM OF UNDERSTANDING A-17303 to add \$45,202 of additional mental health services and revise the total MOU amount not to exceed \$150,672.00 for the same term of August 1, 2025 through June 30, 2026.

NOW THEREFORE, MCBH and School District hereby agree to amend the MEMORANDUM OF UNDERSTANDING in the following manner:

1. EXHIBIT B-1: BILLING STRUCTURE AND PAYMENT RATES replaces EXHIBIT B. All references in the MEMORANDUM OF UNDERSTANDING to Exhibit B shall be construed to refer to EXHIBIT B-1.
2. Except as provided herein, all remaining terms, conditions, and provisions of this MEMORANDUM OF UNDERSTANDING are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in this MEMORANDUM OF UNDERSTANDING.
3. This AMENDMENT NO. 1 shall be effective on August 1, 2025.
4. A copy of this AMENDMENT NO. 1 shall be attached to the original MEMORANDUM OF UNDERSTANDING executed by the COUNTY on July 8, 2025.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

MCOE FOR MONTEREY COUNTY
ALTERNATIVE EDUCATION

By:

Elsa M. Jimenez, Director of Health Services

DocuSigned by:

By:

Colleen Stanley
(Signature of Superintendent)

Colleen Stanley Chief Business Official

Printed Name and Title

Dated:

Dated: 9/11/2025

Approved as to Form¹

DocuSigned by:

Shane Eben Strong

Office of County Counsel

N/A

Dated: 9/17/2025 | 9:40 AM PDT

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

Approved as to Fiscal Provisions²

DocuSigned by:

Jennifer Forsyth

Auditor/Controller

Printed Name and Title

Dated:

Dated: 9/17/2025 | 11:40 AM PDT

Approved as to Risk Management³

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 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 necessary only if changes are made in Sections 9, 10, or 11

EXHIBIT B-1: PAYMENT PROVISIONS

1. Subject to the limitations set forth herein, MCOE shall pay County, in arrears, the total maximum amount not to exceed **\$150,672.00** for the provision of County’s services during the term of this Agreement and in accordance with the following schedule:

Program	Term	Total Maximum Annual Amount
Program 1: General Education	August 1, 2025 – June 30, 2026	\$150,672.00
Total Maximum Amount		\$150,672.00

2. Invoice:

- a. **Program 1: General Education**

County - To offset the cost of services to the MCOE, County agrees to seek Medi-Cal reimbursement for Therapeutic Services provided pursuant to this MOU for all Medi-Cal eligible beneficiaries served. The County shall invoice MCOE one-fourth (1/4th) of the total annual estimated non-Federal Financial Participation (FFP) portion of the costs for the provision of Therapeutic services since County is reimbursed FFP directly by the Department of Health Care Services. The total invoice amount shall not exceed the total maximum MOU amount identified in Section a. above. The County shall prepare a quarterly invoice based on actual costs and estimated revenues.

MCOE - The MCOE agrees to pay the County for the non-FFP reimbursable portion of the total costs to provide Therapeutic Services, up to the total maximum amount outlined in Exhibit B: Payment Provisions, of this MOU.

3. The County shall prepare a quarterly invoice based on actual costs and estimated revenues and will submit its invoice for the requested amount within thirty (30) days after the end of each quarter along with such other information pertinent to the invoice. Invoices shall be submitted to the MCOE at the following address:

**Monterey County Office of Education for
Monterey County Alternative Education
901 Blanco Cir./P.O. Box 80851
Salinas, CA 93901**

MCOE shall pay the County’s invoice in the requested amount within 30 days of receiving the County’s invoice.

4. If for any reason this MOU is terminated, the MCOE’s maximum liability shall be the total utilization to the date of termination not to exceed the maximum amount listed above.
5. As an exception to Section 4. above with respect to the Survival of Obligations after Termination, MCOE shall continue to remain obligated under this MOU with regard to payment for services required to be rendered after termination.

Attachment 1

School District	Term	General Education	Interconnected Systems Framework	Out of School Youth Mental Health Support	Estimated Total
King City Union School District	September 1, 2025 - June 30, 2026	X	X		\$ 52,571.00
Santa Rita Union School District	August 1, 2025 - June 30, 2026	X			\$ 180,521.00
Soledad Unified School District	August 1, 2025 - June 30, 2026	X	X		\$ 448,948.00
Total Estimated Amount FY 2025-26					\$ 682,040.00

Attachment 2

School District	Term	General Education	Interconnected Systems Framework	Out of School Youth Mental Health Support	Estimated Total
Chualar Union School District	August 1, 2025 - June 30, 2026	X			\$ 12,268.00
Gonzales Unified School District	August 1, 2025 - June 30, 2026	X	X		\$ 154,761.00
Greenfield Union School District	August 1, 2025 - June 30, 2026	X			\$ 134,715.00
King City Union School District	September 1, 2025 - June 30, 2026	X			\$ 52,571.00
Lagunita Elementary School District	August 1, 2025 - June 30, 2026	X			\$ 21,260.00
MCOE Alternative Education	August 1, 2025 - June 30, 2026	X			\$ 150,672.00
MCOE Monterey County Home Charter School	August 1, 2025 - June 30, 2026	X			\$ 17,176.00
Santa Rita Union School District	August 1, 2025 - June 30, 2026	X			\$ 180,521.00
Soledad Unified School District	August 1, 2025 - June 30, 2026	X	X		\$ 448,948.00
Total Estimated Amount FY 2025-26					\$1,172,892.00

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MONTEREY, ON BEHALF OF THE
COUNTY OF MONTEREY HEALTH DEPARTMENT,
BEHAVIORAL HEALTH BUREAU
AND
MONTEREY COUNTY OFFICE OF EDUCATION FOR
ALTERNATIVE EDUCATION DEPARTMENT**

This Memorandum of Understanding (hereafter referred to as “MOU”) is made and entered into by and between the County of Monterey, on behalf of the County of Monterey Health Department, Behavioral Health Bureau (hereinafter referred to as “County”) and the **Monterey County Office of Education, Alternative Education Department** (hereinafter referred to as “MCOE”), together referred to as “Parties” and singularly as “Party”.

RECITALS:

WHEREAS, the MCOE is the recipient of Local Control Funding Formula (LCFF) funds due to changes in the FY 2013–14 State budget package which replaced the previous K–12 finance system with the new LCFF;

WHEREAS, the MCOE is required to develop a Local Control and Accountability Plan (LCAP) and has identified in that plan the need to provide therapeutic services to students who require such services;

WHEREAS, the County provides behavioral health services through the Health Department’s Behavioral Health Bureau and to the extent that annual funding allows, is committed to assisting schools in Monterey County with the provision of therapeutic services to students who require them;

WHEREAS, the MCOE has requested assistance from the County for the provision of therapeutic services to enrolled students; and

NOW THEREFORE, this MOU is created for the purpose of setting forth the terms and conditions under which the County and the MCOE will collaborate to ensure the provision of therapeutic services to the students of the MCOE.

1. Term of MOU

This MOU shall be in full force commencing **August 1, 2025** and ending **June 30, 2026**, unless terminated or amended pursuant to this MOU.

2. Exhibits

The following attached exhibits are incorporated herein by reference and constitute as a part of this Memorandum of Understanding:

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION CERTIFICATION
(executed by County and MCOE)
EXHIBIT D: COUNTY INSURANCE
EXHIBIT E: MCOE INSURANCE
EXHIBIT F: YOUTH SCREENING TOOL

3. Screening

The Parties shall comply with applicable laws, regulations, and MCOE policies related to criminal records checks, fingerprinting, and tuberculosis screenings.

4. Maintenance and Confidentiality of Patient Information

a. The County shall maintain clinical records for each recipient of service in compliance with all state and federal requirements and Exhibit C. Such records shall include a description of all services provided by the County in sufficient detail to make possible all evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. The County shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven years.

b. The County and MCOE shall comply with the confidentiality requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

5. Modification

This MOU may be modified only by an instrument in writing signed by the County and the MCOE.

6. Termination

a. Termination Without Cause. Either Party may cancel this MOU at any time upon thirty (30) calendar days of written notice.

b. Termination With Cause. Either Party may terminate this Agreement upon the material breach of this Agreement by the other Party by giving the other Party fifteen (15) days' prior written notice of such breach. If such breach is not cured by the breaching Party within fifteen (15) days of receipt of this notice, this Agreement shall terminate at the end of such fifteen (15) day period.

7. Assignment

This MOU may not be assigned without the prior written consent of the Parties.

8. General Provisions

- a. All work described herein shall be performed in accordance with applicable Federal, State and local laws and regulations.
- b. **Non-discrimination.** During the performance of this Agreement, the Parties shall not unlawfully discriminate against any person because of race, religion, color, sex, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), or sexual orientation, either in the Parties' employment practices or in the furnishing of services to recipients. The Parties shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, MCOE's facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- c. **Third Party Rights.** Nothing in this MOU shall be construed to give any rights, benefits, or obligations to anyone other than MCOE and the County.
- d. **Independent Contractor.** The County shall act as an independent contractor in the performance of the duties hereunder, and no officer, employee or agent of the County under this MOU shall be deemed to be an officer, employee or agent of the MCOE in carrying out the duties of this MOU. Nothing in this MOU shall create any of the rights, powers, privileges or immunities of an employee of the MCOE.
- e. The County's obligations with regard to any personnel it retains, employs, or contracts with shall include paying all federal and state withholding taxes applicable to employees and complying with federal and state wage-hour obligations (including overtime), workers' compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs.

9. Mutual Indemnification

- a. The MCOE 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 rising out of, or in connection with, performance of this MOU by The MCOE and/or its agents, employees or Collaborators, 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 MOU to provide the broadest possible coverage for the County. The MCOE shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which The MCOE is obligated to indemnify, defend and hold harmless the County under this MOU.

b. County shall indemnify, defend, and hold harmless the MCOE, its officers, agent and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by the County and/or its agents, employees or Collaborators, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the MCOE. It is the intent of the Parties to this MOU to provide the broadest possible coverage for the MCOE. The County shall reimburse the MCOE 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 MCOE under this MOU.

10. Limitation of Liability

Each Party's total liability to the other arising under this MOU, if any, is limited to an amount not to exceed either the per occurrence limit or the aggregate limit of the County or MCOE's required insurance coverage, as stated within Exhibit D and Exhibit E, respectively, copies of which are attached hereto and incorporated herein by this reference.

11. Insurance

a. County Insurance. The County shall secure and maintain the insurance coverage or self-insurance described in Exhibit D.

b. MCOE Insurance. MCOE shall secure and maintain the insurance coverage or self-insurance described in Exhibit E, a copy of which is attached hereto and incorporated herein by this reference.

12. Cultural Competency and Linguistic Accessibility

a. The County shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by the Department of Health Care Service's regulations and policies and other applicable laws. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable County Therapists to work effectively in providing contractual services under this MOU in cross-cultural situations. Specifically, the County's provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

b. The MCOE shall provide linguistically accessible services to assure access to services by all eligible individuals as required by Department of Health Care Service's regulations and policies and other applicable laws. Specifically, the MCOE shall provide services to eligible individuals in their primary language through linguistically proficient MCOE staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

c. For the purposes of this section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes, provides the

opportunity for and facilitates their use.

13. 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 MCOE, to:
**Monterey County Office of
Education, Alternative
Education Department
901 Blanco Cir./P.O. Box 80851
Salinas, CA 93901
Attn: Debra Brau,
Educational Administrator
Tel: (831)261-0875
Fax: (831)755-0300 x031**

If to the County, to:
County of Monterey Health Department

1270 Natividad Road
Salinas, CA 93906
Attn: Elsa M. Jimenez,
Director of Health Services
Tel: 831-755-4743
Fax: 831-755-4797

This MOU constitutes the entire MOU between the parties and supersedes all previous communications, representations or MOUs regarding this subject, whether written, or oral, between the parties.

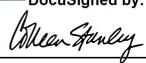
Consent to the terms of this MOU is indicated by the authorized signatures affixed and dated below.

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

COUNTY OF MONTEREY

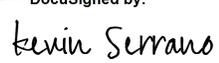
MONTEREY COUNTY OFFICE OF EDUCATION, Alternative Education Department

DocuSigned by: 
By: _____
Elsa M. Jimenez, Director of Health Services

DocuSigned by: 
By: _____
Dr. Colleen Stanley, Chief Business Official

Dated: 7/8/2025 | 12:31 PM PDT

Dated: 6/5/2025

Approved as to Form¹
DocuSigned by: 

Office of County Counsel

Dated: 7/7/2025 | 11:28 AM PDT

Approved as to Fiscal Provisions²
DocuSigned by: 

Auditor/Controller

Dated: 7/7/2025 | 2:58 PM PDT

Approved as to Risk Management³

Risk Management

Dated: _____

*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 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 necessary only if changes are made in Sections 9, 10, or 11

EXHIBIT A: PROGRAM DESCRIPTION

**PROGRAM 1:
GENERAL EDUCATION**

1. Services and Responsibilities of the County

a. The County will arrange for the provision of behavioral health services (“Therapeutic Services”) for students in MCOE. Therapeutic Services shall include, individual therapy, family therapy, parent/guardian and school personnel consultation, treatment planning, coordination with county psychiatric services, crisis intervention, and teletherapy in coordination with the student’s parent/guardian. Therapeutic Services shall also include intensive in-home behavioral intervention and support where indicated. The County shall maintain the mental health records and all required documents relating to any Therapeutic Services provided by County Therapists to all students pursuant to this MOU.

b. The County shall be solely responsible for managing, monitoring, and overseeing County Therapists in the provision of Therapeutic Services at the MCOE. Responsibility of the conduct of County Therapists shall remain solely with the County. County shall designate a County Unit Supervisor to provide ongoing clinical supervision for the County Therapists providing Therapeutic Services to ensure that support, guidance and consultation is available as needed. In addition to office-based supervision, County agrees to provide onsite clinical supervision at least once every two months within the MCOE to ensure appropriate administrative and clinical oversight of services provided.

Each County Therapist’s direct supervisor shall be a County Unit Supervisor who reports directly to the County Behavioral Health Services Manager. The Unit Supervisor’s duties include, but are not limited to:

- Provide clinical supervision and conduct performance evaluations of County Therapists.
- Coordinate and assign MCBH referrals.
- Oversee scheduled work hours of County Therapist.
- Serve as primary contact regarding any concerns or issues related to County Therapist attendance and/or service provision.
- Ensure coverage of services and supports in the event of County Therapist unplanned absence and communicate staffing plan to MCOE and site administration.
- Work with MCOE administration to make any adjustments to the scheduling of work hours due to the MCOE school calendar year as needed.
- Attend student-related meetings when invited to provide administrative support or support the County Therapist as needed.
- Provide prereferral consultation to school staff where needed to support referral triage and determine level of need and mental health intervention.

c. Each County Therapist shall comply with all County and State certification and licensing requirements. The County ensures that the County Therapists shall deliver services within their scope of licensure and practice and will perform the scope of activities and

services required to meet students' behavioral health needs. The County Therapists shall be employees of the County, and the County shall pay all salaries and expenses owed to the County Therapists related to the County Therapists' services for the MCOE pursuant to this MOU.

d. The County will manage and monitor the status of Therapeutic Services provided in the MCOE and will report data required by the MCOE on a quarterly basis in accordance with the Confidentiality of Patient Information Certification included as Exhibit C to this MOU.

e. The County will provide office furniture, supplies, IT equipment, and IT support to appropriately equip County Therapists with the furniture, supplies, equipment, and support necessary for County business. Furniture, supplies, and equipment will be owned and maintained by the County. The County will provide and service the IT needs of the County Therapists assigned to work in the MCOE. In the event of termination of services, the County will retrieve all county-owned furniture, supplies and equipment.

f. The County shall designate a Behavioral Health Services Manager or designee to be the point of contact for the MCOE responsible for all issues associated with the services to be provided by the County as described in this MOU.

g. The County agrees to meet monthly with the MCOE Director of Student Services or designee beginning the first month services begin to ensure appropriate, efficient and effective implementation of the services rendered by County Therapists.

h. If either Party is ever audited, the other Party will provide assistance as may be helpful or necessary.

2. Services and Responsibilities of the MCOE

a. MCOE shall submit referral forms that are complete and include all requested information, including the Youth Screening Tool for Medi-Cal Mental Health Services (see Exhibit F) with a rating of 6 or higher indicating the need for a specialty mental health assessment.

b. The MCOE agrees to provide a confidential and private office and/or meeting space that is conducive to the therapeutic process, with electricity, appropriate lighting, and any equipment necessary (other than the equipment provided by County in Section 1(f) of this MOU) for the provision of Therapeutic Services. Any issues with access to confidential and private office and/or meeting space at a school site shall be addressed and resolved by the MCOE Director of Student Services in collaboration with County Behavioral Health Services Manager. In the event of termination of services, the County will retrieve all County-owned equipment, furniture, and supplies from the County Therapist's assigned office space.

c. The MCOE agrees to collaborate with the County Unit Supervisor on the staffing plan for the students served and ensure that the MCOE Director of Student Services maintains regular communication with the school sites regarding any issues or concerns that arise when changes to County Therapist assignments are made due to unplanned leave or staff vacancies.

d. The MCOE will assign a MCOE Director of Student Services or designee to serve as the point of contact for the County Behavioral Health Services Manager for any issues or concerns that arise regarding delivery of services by the County Therapists associated with this MOU.

e. The MCOE agrees to assign a MCOE Director of Student Services to meet on a monthly basis beginning the first month when services begin on an agreed upon recurring basis and as needed with the County Unit Supervisor assigned to work in the MCOE to ensure appropriate, efficient and effective implementation of the services rendered by County Therapist(s).

EXHIBIT B: PAYMENT PROVISIONS

1. Subject to the limitations set forth herein, MCOE shall pay County, in arrears, the total maximum amount not to exceed **\$105,470.00** for the provision of County’s services during the term of this Agreement and in accordance with the following schedule:

Program	Term	Total Maximum Annual Amount
Program 1: General Education	August 1, 2025 – June 30, 2026	\$105,470.00
Total Maximum Amount		\$105,470.00

2. Invoice:

- a. **Program 1: General Education**

County - To offset the cost of services to the MCOE, County agrees to seek Medi-Cal reimbursement for Therapeutic Services provided pursuant to this MOU for all Medi-Cal eligible beneficiaries served. The County shall invoice MCOE one-fourth (1/4th) of the total annual estimated non-Federal Financial Participation (FFP) portion of the costs for the provision of Therapeutic services since County is reimbursed FFP directly by the Department of Health Care Services. The total invoice amount shall not exceed the total maximum MOU amount identified in Section a. above. The County shall prepare a quarterly invoice based on actual costs and estimated revenues.

MCOE - The MCOE agrees to pay the County for the non-FFP reimbursable portion of the total costs to provide Therapeutic Services, up to the total maximum amount outlined in Exhibit B: Payment Provisions, of this MOU.

3. The County shall prepare a quarterly invoice based on actual costs and estimated revenues and will submit its invoice for the requested amount within thirty (30) days after the end of each quarter along with such other information pertinent to the invoice. Invoices shall be submitted to the MCOE at the following address:

**Monterey County Office of Education,
Alternative Education Department
901 Blanco Cir./P.O. Box 80851
Salinas, CA 93901**

MCOE shall pay the County’s invoice in the requested amount within 30 days of receiving the County’s invoice.

4. If for any reason this MOU is terminated, the MCOE’s maximum liability shall be the total utilization to the date of termination not to exceed the maximum amount listed above.
5. As an exception to Section 4. above with respect to the Survival of Obligations after Termination, MCOE shall continue to remain obligated under this MOU with regard to payment for services required to be rendered after termination.

EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION CERTIFICATION

Confidentiality of Patient Information and Records. All Patient Information is confidential. The Parties shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all applicable state and federal law relating to confidentiality of patient records and patient information, including but not limited to: 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”), the Breach Notification Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and D (the “Breach Notification 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”); the federal Confidentiality of Alcohol and Drug Abuse Patient Records under 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2 (the “Part 2 Regulations”); the Lanterman-Petris-Short Act (“LPS”), California Welfare and Institutions Code sections 5328, *et seq.*; California substance abuse laws at California Health & Safety Code sections 11812 and 11845.5; Medi-Cal laws at 45 C.F.R. § 205.50, 42 C.F.R. § 431.300 *et seq.*; the Confidentiality of Medical Information Act (“CMIA”), California Civil Code sections 56.00 *et seq.*; California laws governing HIV/AIDS records at California Health & Safety Code § 120975; and California Civil Code Section 1798.29

“Patient Information “includes any individually identifying information related to a patient/recipient of behavioral health services, including, but not limited to, name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “Patient Information “includes all health information the Parties have obtained about a patient/recipient of services, including the mere fact that patient is receiving alcohol or drug treatment from the County or has been referred to an alcohol or drug treatment program by the County, whether or not a documentary record of such information exists.

Ownership of Data. All Patient Information created or received by the County in connection with the provision of behavioral health services under this Agreement shall be and remain the property of the County and the County shall retain exclusive rights and ownership thereto. Such information shall be referred to henceforth as “County Data”.

Use and Disclosure of Information. In relation to the services being provided by the County pursuant to this MOU, the MCOE may require access to County Data regarding the progress of students receiving the therapeutic services. The County shall disclose County Data to MCOE solely as set forth below. The County may provide County Data to MCOE pursuant to a valid authorization for such disclosure from the patient/recipient of the Services or his or her legally authorized representative, or as required by law. The County also may provide County Data that has been de-identified in accordance with 45 C.F.R. Section 164.514 to MCOE as necessary in connection with its performance of Services under this Agreement.

MCOE shall use County Data or Patient Information obtained from contact with patients/recipients of Services and complainants (including anonymized data) only for the purpose(s) for which use or disclosure was authorized and shall implement appropriate safeguards to maintain the Confidentiality of such information and to prevent further use or disclosure. MCOE acknowledges that County Data regarding a patient whose records are subject to the Part 2 Regulations may not be re-disclosed to another entity without specific authorization from the patient or his/her legally authorized representative for such re-disclosure. In addition, MCOE shall obtain the County's prior written consent to any disclosure of County Data, except as required by law. The County, through the Behavioral Health Director, shall have access to any Patient Information obtained by MCOE in connection with its performance under this Agreement.

The Parties shall not disclose Patient Information, including the identities of patients/recipients of service, to other parties without proper authorization for such disclosure or as authorized by law.

In relation to the services being provided by County pursuant to this MOU, the County may also require access to MCOE records and information, including but not limited to “education records” relating to the students receiving the therapeutic services (“MCOE Data”). The County will use MCOE Data only for the purpose of fulfilling its duties under this MOU and will not share such data (including anonymized data) with, or disclose it to, any third party without the prior written consent of the MCOE, except as required by law and except to third party contractors retained by the County to provide services related to this MOU.

The County will provide access to MCOE Data to its employees, subcontractors and third party contractors who need to access the data to fulfill the County obligations under this MOU. The County will ensure that employees and subcontractors who perform work under this MOU are bound to strict obligations of confidentiality no less rigorous than those set forth herein. If the County will have access to “education records” for the MCOE’s students as defined under the Family Educational Rights and Privacy Act (FERPA), the County acknowledges that for the purposes of this MOU it will be designated as a “school official” with “legitimate educational interests” in the MCOE education records, as those terms have been defined under FERPA and its implementing regulations, and the County agrees to abide by the FERPA limitations and requirements imposed on school officials. The County shall train all of its responsible employees on how to comply with those responsibilities imposed by FERPA, through this MOU, which are applicable to the County and County’s employees. The County will use the education records only for the purpose of fulfilling its duties under this MOU for MCOE’s and the students’ benefit, and will not share such data with or disclose it to any third party except as provided for in this MOU, required by law, or authorized in writing by the MCOE.

If the MCOE receives a subpoena, warrant, or other legal order, demand, including requests pursuant to the California Public Records Act (Gov. Code, §§ 6250, *et seq.*) (“requests”) or requests seeking County Data, the MCOE may advise the requesting party that the documents are not in the MCOE’s possession and that all requests should be directed to the County. The MCOE shall respond to any such requests seeking MCOE Data.

Upon termination or expiration of this MOU, the County will return or securely destroy MCOE Data as directed by the MCOE. Transfer to the MCOE or a third party designated by the MCOE shall occur within a reasonable period of time, and without significant interruption in service. In the event that the MCOE requests destruction of MCOE Data, the County agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which the County might have transferred MCOE Data. The County agrees to provide certification of data destruction to the MCOE upon request.

MCOE shall return or securely destroy County Data as directed by the County. Transfer to the County or a third party designated by the party shall occur within a reasonable period of time, and without significant interruption in service. In the event that County requires destruction of County Data, MCOE agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which the MCOE may have transferred County Data. MCOE agrees to provide certification of data destruction to County upon request.

Penalty for Unauthorized Disclosure. The Parties understand that disclosure of Patient Information in violation of law may subject the party releasing the information to civil and/or criminal fines, penalties, and damages.

Duty to Warn. The Parties understand that persons providing services under this MOU may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. The Parties shall inform all of their officers, employees, and agents providing services hereunder of these provisions.

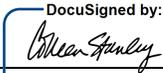
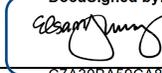
<p>MONTEREY COUNTY OFFICE OF EDUCATION, Alternative Education Department</p> <p><i>By my signature below, as the authorized representative of the MCOE, I certify acceptance and understanding for myself and the MCOE of the above confidentiality provisions.</i></p> <p>DocuSigned by: </p>	<p>COUNTY OF MONTEREY</p> <p><i>By my signature below, as the authorized representative of the County, I certify acceptance and understanding for myself and the County of the above confidentiality provisions.</i></p> <p>DocuSigned by: </p>
<p>Signature of Authorized Representative Colleen Stanley</p>	<p>Signature of Authorized Representative Elsa Jimenez</p>
<p>Name of Authorized Representative (printed) Chief Business Official</p>	<p>Name of Authorized Representative (printed) Director of Health Services</p>
<p>Title of Authorized Representative Date: 6/5/2025</p>	<p>Title of Authorized Representative Date: 7/8/2025 12:31 PM PDT</p>

EXHIBIT D: COUNTY INSURANCE

The County certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then the County shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. The County shall maintain insurance or self-insurance of five million dollars (\$5,000,000) per occurrence and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering the County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 1 and 2 above including sexual misconduct shall be endorsed to include the MCOE as a Supplemental Member with respect to this MOU for Therapeutic Services. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of the County, its officers, directors, agents, and/or employees. The County, upon execution of this MOU, shall furnish MCOE with Certificates of Insurance or Letter of Self-Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to MCOE of any modification, change or cancellation of any of the above insurance coverages.

EXHIBIT E: MCOE INSURANCE

MCOE certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then MCOE shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. MCOE shall maintain insurance or self-insurance with a self-insured retention of five million dollars (\$5,000,000) and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering MCOE's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 1 and 2 above including sexual misconduct shall be endorsed to include the County of Monterey ("County") as an additional insured. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of MCOE, its officers, directors, agents, and/or employees. MCOE, upon execution of this MOU, shall furnish the County with Certificates of Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to the County of any modification, change, or cancellation of any of the above insurance coverages.

EXHIBIT F: YOUTH SCREENING TOOL

State of California – Health and Human Services Agency

Department of Health Care Services

Youth Screening Tool for Medi-Cal Mental Health Services

The Youth Screening Tool for Medi-Cal Mental Health Services is required for use when an individual under age 21, or a person on behalf of an individual under age 21, who is not currently receiving mental health services, contacts their Medi-Cal Managed Care Plan (MCP) or county Mental Health Plan (MHP) to seek mental health services. This tool determines whether an individual should be referred to the MCP delivery system or to the MHP delivery system for a clinical assessment and ensures that individuals have timely access to the appropriate mental health delivery system. The Youth Screening Tool for Medi-Cal Mental Health Services is not required to be used when individuals contact mental health providers directly to seek mental health services.¹

Instructions:

1. There are two versions of the Youth Screening Tool for Medi-Cal Mental Health Services:
 - One version of the tool is used when a youth is responding on their own behalf: *Youth Screening Tool for Medi-Cal Mental Health Services: Youth Respondent*.
 - One version of the tool is used when a person is responding on behalf of the youth: *Youth Screening Tool for Medi-Cal Mental Health Services: Respondent on Behalf of Youth*.
2. The answer to screening question 2 determines which version of the tool is used.
3. Each scored question is a "Yes" or "No" question. Not every question is scored.
4. Each scored question has a defined number of points for the selected answer. The number of points for each question cannot be more or less than what is on the scoresheet.
5. Select/mark the number in the "Yes" or "No" column based on the response provided.
6. If the youth, or the person responding on their behalf, is unable or chooses not to answer a question, skip the question and score it as "0."

¹ As described in APL 22-028 and BHIN 22-065, MCPs and MHPs must allow contracted mental health providers who are contacted directly by individuals seeking mental health services to begin the assessment process and provide services during the assessment period without using the Screening Tools, consistent with the No Wrong Door for Mental Health Services Policy described in [BHIN 22-011](#).

7. If a response to question 5 indicates that a child who is age 3 or younger has not seen a pediatrician in the last 6 months, or that a child/youth age 4 or older has not seen a pediatrician or primary care physician (PCP) in the last year, the screener must offer to connect them to their MCP for a pediatrician/PCP visit in addition to the mental health delivery system referral generated by the screening score.²
8. If the youth, or the person responding on their behalf, responds “Yes” to question 6, 7, or 9, they meet criteria for specialty mental health services per [BHIN 21-073](#). In these cases, the screening is not required, and the screener must offer and coordinate a referral for clinical assessment by the MHP. Referral coordination must include follow up to ensure an assessment has been made available to the individual. Please reference [BHIN 21-073](#) for additional detail on specialty mental health services criteria and definitions of key terminology.
9. If the youth, or the person responding on their behalf, responds “Yes” to question 19, 20, or 21, the screener must immediately offer and coordinate a referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. Referral coordination should include sharing the completed Youth Screening Tool for Medi-Cal Mental Health Services. The referral and subsequent clinical evaluation may or may not impact the mental health delivery system referral generated by the screening score.
10. A response of “Yes” to question 17 does not impact the screening score. If the youth, or the person responding on their behalf, responds “Yes” to question 17, the screener must offer and coordinate a referral to the county behavioral health plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score. The individual may decline this referral without impact to the mental health delivery system referral.
11. Once responses to all questions have been documented, the selected/marked numbers in the “Yes” column should be added together and that total number should be entered in the “Total Score” box.
 - a. Individuals with a total score of 0 – 5 must be referred to the MCP for a clinical assessment.
 - b. Individuals with a total score of 6 and above must be referred to the MHP for a clinical assessment.
12. Once a score has been generated, a referral must be coordinated.
 - a. If the individual's score requires referral within the same delivery system, a timely clinical assessment must be offered and provided.
 - b. If the individual's score requires referral to the other mental health delivery system (i.e., MCP to MHP or MHP to MCP), the referral must be coordinated with the other delivery system, including sharing the completed Youth Screening Tool for Medi-Cal Mental Health Services and following up to ensure a timely clinical assessment has been made available to the individual.

² Bright Futures well-child visit guidelines indicate a child age 4 and older should be seen by a pediatrician annually, and a child age 3 and under should be seen by a pediatrician every 1, 3, or 6 months depending on their age.

Youth Screening Tool for Medi-Cal Mental Health Services Youth Respondent

Name:	Date of Birth:
Age: <i>NOTE: If age 21 or older, switch to the "Adult Screening Tool for Medi-Cal Mental Health Services."</i>	
Medi-Cal Number (CIN):	
1. Is this an emergency or crisis situation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>NOTE: If yes, do not finish the screening and handle according to existing emergency or crisis protocols.</i>	
2. Are you calling about yourself or about someone else? <input type="checkbox"/> Self <input type="checkbox"/> Someone else • If calling about someone else, who are you calling about and what is your relationship to them?	
<i>NOTE: If someone else, please switch to the "Respondent on Behalf of Youth" version of the tool.</i>	
3. Can you tell me the reason you are seeking mental health services today?	
4. Are you currently receiving mental health treatment? • If yes, where are you receiving those services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>NOTE: If the individual is currently receiving mental health services from their MCP or MHP, do not finish the screening. Instead, connect them with their current provider for further assessment.</i>	
5. When was the last time you saw your pediatrician or primary care doctor?	
<i>NOTE: If the child/youth is age 3 or younger and has not seen a pediatrician in over 6 months or age 4 and older and has not seen a pediatrician or primary care physician (PCP) in over a year, continue the screening and connect them to their MCP for a pediatrician/PCP visit.</i>	

Question	Yes	No
6. Are you currently or have you ever been in juvenile hall, on probation, or under court supervision? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
7. Are you currently in foster care or involved in the child welfare system? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
8. Have you ever been in foster care or involved in the child welfare system?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
9. Are you currently without housing or a safe place to sleep? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
10. Have you ever been without housing or a safe place to sleep?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
11. Are you having thoughts, feelings or behaviors that make it hard for you at home, school, or work?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
12. Are you having thoughts, feelings, or behaviors that make it hard to be with your friends or have fun?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
13. Are you often absent from school, work, or activities due to not feeling well?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
14. Is the person who takes care of you often not around or unable to take care of you?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
15. Do you feel unsupported or unsafe?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
16. Is anyone hurting you?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
17. Are you having trouble with drugs or alcohol? ² <i>NOTE: If yes, continue the screening and coordinate referral to the county behavioral health plan for substance use disorder assessment after the screening is completed.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —

Question	Yes	No
18. Is anyone in your family or who lives with you having trouble with drugs or alcohol?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
19. Do you hurt yourself on purpose? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
20. In the past month, have you had thoughts about ending your life, wished you were dead, or wished you could go to sleep and never wake up? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
21. Do you have plans to hurt others? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of homicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
22. Has someone outside of your family told you that you need help with anxiety, depression, or your behaviors?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
23. Have you been seen in the hospital to get help for a mental health condition within the last six months?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
<p>Total Score: 0</p> <p>If score is 0 – 5, refer to the MCP per instruction #11</p> <p>If score is 6 or above, refer to the MHP per instruction #11</p>		
<p>1 Questions 6, 7, and 9 are not scored. A response of “Yes” results in a referral to the MHP for clinical assessment. Please reference BHIN 21-073 for additional detail on specialty mental health services criteria and definitions of key terminology.</p> <p>2 Question 17 is not scored. A response of “Yes” results in a referral to the county plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score.</p> <p>3 A response of “Yes” to questions 19, 20, and 21 results in immediate coordination of referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. The referral and subsequent evaluation may or may not impact the mental health delivery system referral generated by the screening score.</p>		

Youth Screening Tool for Medi-Cal Mental Health Services Respondent on Behalf of Youth

Name:	Date of Birth:
Age: <i>NOTE: If age 21 or older, switch to the "Adult Screening Tool for Medi-Cal Mental Health Services."</i>	
Medi-Cal Number (CIN):	
1. Is this an emergency or crisis situation? <i>NOTE: If yes, do not finish the screening and handle according to existing emergency or crisis protocols.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are you calling about yourself or about someone else? <ul style="list-style-type: none"> • If calling about someone else, who are you calling about and what is your relationship to them? <i>NOTE: If calling about themselves, switch to the "Youth Respondent" version of the tool.</i>	<input type="checkbox"/> Self <input type="checkbox"/> Someone else
3. Can you tell me the reason you are seeking mental health services for the child/youth today?	
4. Is the child/youth currently receiving mental health treatment? <ul style="list-style-type: none"> • If yes, where are they receiving those services? <i>NOTE: If the individual is currently receiving mental health services from their MCP or MHP or MCP do not finish the screening. Instead, connect them with their current provider for further assessment.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. When was the last time the child/youth saw their pediatrician or primary care provider? <i>NOTE: If the child/youth is age 3 or younger and has not seen a pediatrician in over 6 months or age 4 and older and has not seen a pediatrician or primary care physician (PCP) in over a year, continue the screening and connect them to their MCP for a pediatrician/PCP visit.</i>	

Question	Yes	No
6. Is the child/youth currently or have they ever been in juvenile hall, on probation, or under court supervision? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
7. Is the child/youth currently in foster care or involved in the child welfare system? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
8. Has the child/youth ever been in foster care or involved in the child welfare system?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
9. Is the child/youth currently without housing or a safe place to sleep? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
10. Has the child/youth ever been without housing or a safe place to sleep?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
11. Is the child/youth having thoughts, feelings or behaviors that make it hard for them at home, school, or work?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
12. Is the child/youth having thoughts, feelings, or behaviors that make it hard to be with their friends or have fun?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
13. Is the child/youth often absent from school, work, or activities due to not feeling well?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
14. Is the primary caretaker for the child/youth often not around or unable to take care of the child/youth?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
15. Does the child/youth feel unsupported or unsafe?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
16. Is anyone hurting the child/youth?	<input type="checkbox"/> 1	<input type="checkbox"/> 0

Question	Yes	No
17. Is the child/youth having trouble with drugs or alcohol? ² <i>NOTE: If yes, continue the screening and coordinate referral to the county behavioral health plan for substance use disorder assessment after the screening is completed.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
18. Is anyone in the child/youth's family or who lives with them having trouble with drugs or alcohol?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
19. Does the child/youth self-harm or behave in a manner that may cause harm to themselves? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
20. In the past month, has the child/youth had thoughts about ending their life, wished they were dead, or wished they could go to sleep and never wake up? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
21. Does the child/youth have plans to hurt others? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of homicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
22. Has someone outside of the child/youth's family said that the child/youth needs help with anxiety, depression, or their behaviors?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
23. Has the child/youth been seen in a hospital for a mental health condition within the last six months?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
Total Score: 0 If score is 0 – 5, refer to the MCP per instruction #11 If score is 6 or above, refer to the MHP per instruction #11		

- 1 Questions 6, 7, and 9 are not scored. A response of “Yes” results in a referral to the MHP for clinical assessment. Please reference [BHIN 21-073](#) for additional detail on specialty mental health services criteria and definitions of key terminology.
- 2 Question 17 is not scored. A response of “Yes” results in a referral to the county plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score.
- 3 A response of “Yes” to questions 19, 20, and 21 results in immediate coordination of referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. The referral and subsequent evaluation may or may not impact the mental health delivery system referral generated by the screening score.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MONTEREY, ON BEHALF OF THE
COUNTY OF MONTEREY HEALTH DEPARTMENT,
BEHAVIORAL HEALTH BUREAU
AND
[INSERT NAME] SCHOOL DISTRICT**

This Memorandum of Understanding (hereafter referred to as “MOU”) is made and entered into by and between the County of Monterey, on behalf of the County of Monterey Health Department, Behavioral Health Bureau (hereinafter referred to as “County”) and the **[Insert Name] School District** (hereinafter referred to as “District” or “School District”), together referred to as “Parties” and singularly as “Party”.

RECITALS:

WHEREAS, the School District is the recipient of Local Control Funding Formula (LCFF) funds due to changes in the FY 2013–14 State budget package which replaced the previous K–12 finance system with the new LCFF;

WHEREAS, the School District is required to develop a Local Control and Accountability Plan (LCAP) and has identified in that plan the need to provide therapeutic services to students who require such services;

WHEREAS, the County provides behavioral health services through the Health Department’s Behavioral Health Bureau and to the extent that annual funding allows, is committed to assisting schools in Monterey County with the provision of therapeutic services to students who require them;

WHEREAS, the School District has requested assistance from the County for the provision of therapeutic services to enrolled students; and

NOW THEREFORE, this MOU is created for the purpose of setting forth the terms and conditions under which the County and the District will collaborate to ensure the provision of therapeutic services to the students of the district.

1. Term of MOU

This MOU shall be in full force commencing **[Insert start date]** and ending **[Insert end date]**, unless terminated or amended pursuant to this MOU.

2. Exhibits

The following attached exhibits are incorporated herein by reference and constitute as a part of this Memorandum of Understanding:

- EXHIBIT A: PROGRAM DESCRIPTION
- EXHIBIT B: PAYMENT PROVISIONS
- EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION CERTIFICATION
(executed by County and District)
- EXHIBIT D: COUNTY INSURANCE
- EXHIBIT E: SCHOOL DISTRICT INSURANCE
- EXHIBIT F: YOUTH SCREENING TOOL

3. Screening

The Parties shall comply with applicable laws, regulations, and District policies related to criminal records checks, fingerprinting, and tuberculosis screenings.

4. Maintenance and Confidentiality of Patient Information

a. The County shall maintain clinical records for each recipient of service in compliance with all state and federal requirements and Exhibit C. Such records shall include a description of all services provided by the County in sufficient detail to make possible all evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. The County shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven years.

b. The County and District shall comply with the confidentiality requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

5. Modification

This MOU may be modified only by an instrument in writing signed by the County and the District.

6. Termination

a. Termination Without Cause. Either Party may cancel this MOU at any time upon thirty (30) calendar days of written notice.

b. Termination With Cause. Either Party may terminate this Agreement upon the material breach of this Agreement by the other Party by giving the other Party fifteen (15) days' prior written notice of such breach. If such breach is not cured by the breaching Party within fifteen (15) days of receipt of this notice, this Agreement shall terminate at the end of such fifteen (15) day period.

7. Assignment

This MOU may not be assigned without the prior written consent of the Parties.

8. General Provisions

- a. All work described herein shall be performed in accordance with applicable Federal, State and local laws and regulations.
- b. Non-discrimination. During the performance of this Agreement, the Parties shall not unlawfully discriminate against any person because of race, religion, color, sex, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), or sexual orientation, either in the Parties' employment practices or in the furnishing of services to recipients. The Parties shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, School District's facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- c. Third Party Rights. Nothing in this MOU shall be construed to give any rights, benefits, or obligations to anyone other than School District and the County.
- d. Independent Contractor. The County shall act as an independent contractor in the performance of the duties hereunder, and no officer, employee or agent of the County under this MOU shall be deemed to be an officer, employee or agent of the District in carrying out the duties of this MOU. Nothing in this MOU shall create any of the rights, powers, privileges or immunities of an employee of the District.
- e. The County's obligations with regard to any personnel it retains, employs, or contracts with shall include paying all federal and state withholding taxes applicable to employees and complying with federal and state wage-hour obligations (including overtime), workers' compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs.

9. Mutual Indemnification

- a. The District 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 rising out of, or in connection with, performance of this MOU by The District and/or its agents, employees or Collaborators, 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 MOU to provide the broadest possible coverage for the County. The District shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which The District is obligated to indemnify, defend and hold harmless the County under this MOU.
- b. County shall indemnify, defend, and hold harmless the District, its officers, agent

and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by the County and/or its agents, employees or Collaborators, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the District. It is the intent of the Parties to this MOU to provide the broadest possible coverage for the District. The County shall reimburse the District 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 District under this MOU.

10. Limitation of Liability

Each Party's total liability to the other arising under this MOU, if any, is limited to an amount not to exceed either the per occurrence limit or the aggregate limit of the County or School District's required insurance coverage, as stated within Exhibit D and Exhibit E, respectively, copies of which are attached hereto and incorporated herein by this reference.

11. Insurance

a. County Insurance. The County shall secure and maintain the insurance coverage or self-insurance described in Exhibit D.

b. School District Insurance. School District shall secure and maintain the insurance coverage or self-insurance described in Exhibit E, a copy of which is attached hereto and incorporated herein by this reference.

12. Cultural Competency and Linguistic Accessibility

a. The County shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by the Department of Health Care Service's regulations and policies and other applicable laws. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable County Therapists to work effectively in providing contractual services under this MOU in cross-cultural situations. Specifically, the County's provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

b. The District shall provide linguistically accessible services to assure access to services by all eligible individuals as required by Department of Health Care Service's regulations and policies and other applicable laws. Specifically, the District shall provide services to eligible individuals in their primary language through linguistically proficient District staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

c. For the purposes of this section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes, provides the opportunity for and facilitates their use.

13. 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.

<p>If to School District, to: [Insert Name] School District [Insert Street] [Insert City], CA [Insert Zip] Attn: [Insert Superintendent] [Insert Title] Tel: [Insert Telephone] Fax: [Insert Fax]</p>	<p>If to the County, to: County of Monterey Health Department 1270 Natividad Road Salinas, CA 93906 Attn: Elsa M. Jimenez, Director of Health Services Tel: 831-755-4743 Fax: 831-755-4797</p>
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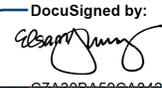
This MOU constitutes the entire MOU between the parties and supersedes all previous communications, representations or MOUs regarding this subject, whether written, or oral, between the parties.

Consent to the terms of this MOU is indicated by the authorized signatures affixed and dated below.

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

COUNTY OF MONTEREY

[INSERT NAME] SCHOOL DISTRICT

By: 
Elsa M. Jimenez, Director of Health Services

By: _____
(Signature of Superintendent)

Dated: 5/21/2025 | 4:28 PM PDT

Printed Name and Title

Dated: _____

Approved as to Form¹

By: 
Office of County Counsel

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

Approved as to Fiscal Provisions²

By: 
Auditor/Controller

Printed Name and Title

Dated: _____

Dated: 4/17/2025 | 9:01 AM PDT

Approved as to Risk Management³

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 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 necessary only if changes are made in Sections 9, 10, or 11

EXHIBIT A: PROGRAM DESCRIPTION

PROGRAM 1: GENERAL EDUCATION

1. Services and Responsibilities of the County

a. The County will arrange for the provision of behavioral health services (“Therapeutic Services”) for students in School District. Therapeutic Services shall include, individual therapy, family therapy, parent/guardian and school personnel consultation, treatment planning, coordination with county psychiatric services, crisis intervention, and teletherapy in coordination with the student’s parent/guardian. Therapeutic Services shall also include intensive in-home behavioral intervention and support where indicated. The County shall maintain the mental health records and all required documents relating to any Therapeutic Services provided by County Therapists to all students pursuant to this MOU.

b. The County shall be solely responsible for managing, monitoring, and overseeing County Therapists in the provision of Therapeutic Services at the District. Responsibility of the conduct of County Therapists shall remain solely with the County. County shall designate a County Unit Supervisor to provide ongoing clinical supervision for the County Therapists providing Therapeutic Services to ensure that support, guidance and consultation is available as needed. In addition to office-based supervision, County agrees to provide onsite clinical supervision at least once every two months within the school district to ensure appropriate administrative and clinical oversight of services provided.

Each County Therapist’s direct supervisor shall be a County Unit Supervisor who reports directly to the County Behavioral Health Services Manager. The Unit Supervisor’s duties include, but are not limited to:

- Provide clinical supervision and conduct performance evaluations of County Therapists.
- Coordinate and assign MCBH referrals.
- Oversee scheduled work hours of County Therapist.
- Serve as primary contact regarding any concerns or issues related to County Therapist attendance and/or service provision.
- Ensure coverage of services and supports in the event of County Therapist unplanned absence and communicate staffing plan to district and site administration.
- Work with district administration to make any adjustments to the scheduling of work hours due to the District’s school calendar year as needed.
- Attend student-related meetings when invited to provide administrative support or support the County Therapist as needed.
- Provide prereferral consultation to school staff where needed to support referral triage and determine level of need and mental health intervention.

c. Each County Therapist shall comply with all County and State certification and licensing requirements. The County ensures that the County Therapists shall deliver services within their scope of licensure and practice and will perform the scope of activities and

services required to meet students' behavioral health needs. The County Therapists shall be employees of the County, and the County shall pay all salaries and expenses owed to the County Therapists related to the County Therapists' services for the District pursuant to this MOU.

d. The County will manage and monitor the status of Therapeutic Services provided in the District and will report data required by the District on a quarterly basis in accordance with the Confidentiality of Patient Information Certification included as Exhibit C to this MOU.

e. The County will provide office furniture, supplies, IT equipment, and IT support to appropriately equip County Therapists with the furniture, supplies, equipment, and support necessary for County business. Furniture, supplies, and equipment will be owned and maintained by the County. The County will provide and service the IT needs of the County Therapists assigned to work in the District. In the event of termination of services, the County will retrieve all county-owned furniture, supplies and equipment.

f. The County shall designate a Behavioral Health Services Manager or designee to be the point of contact for the District responsible for all issues associated with the services to be provided by the County as described in this MOU.

g. The County agrees to meet monthly with the District Director of Student Services or designee beginning the first month services begin to ensure appropriate, efficient and effective implementation of the services rendered by County Therapists.

h. If either Party is ever audited, the other Party will provide assistance as may be helpful or necessary.

2. Services and Responsibilities of the District

a. School District shall submit referral forms that are complete and include all requested information, including the Youth Screening Tool for Medi-Cal Mental Health Services (see Exhibit F) with a rating of 6 or higher indicating the need for a specialty mental health assessment.

b. The District agrees to provide a confidential and private office and/or meeting space that is conducive to the therapeutic process, with electricity, appropriate lighting, and any equipment necessary (other than the equipment provided by County in Section 1(f) of this MOU) for the provision of Therapeutic Services. Any issues with access to confidential and private office and/or meeting space at a school site shall be addressed and resolved by the District Director of Student Services in collaboration with County Behavioral Health Services Manager. In the event of termination of services, the County will retrieve all County-owned equipment, furniture, and supplies from the County Therapist's assigned office space.

c. The District agrees to collaborate with the County Unit Supervisor on the staffing plan for the students served and ensure that the District Director of Student Services maintains regular communication with the school sites regarding any issues or concerns that arise when changes to County Therapist assignments are made due to unplanned leave or staff vacancies.

d. The District will assign a District Director of Student Services or designee to serve as the point of contact for the County Behavioral Health Services Manager for any issues or concerns that arise regarding delivery of services by the County Therapists associated with this MOU.

e. The District agrees to assign a District Director of Student Services to meet on a monthly basis beginning the first month when services begin on an agreed upon recurring basis and as needed with the County Unit Supervisor assigned to work in the District to ensure appropriate, efficient and effective implementation of the services rendered by County Therapist(s).

**PROGRAM 2:
INTERCONNECTED SYSTEMS FRAMEWORK**

Background

In 2021 the COUNTY was awarded a Mental Health Student Services Act (MHSSA) grant through the Mental Health Services Oversight and Accountability Commission (MHSOAC) to provide mental health support services in Monterey County public schools. In 2024, OAC extended the grant term for an additional year, for a total of a five year term.

County allocated MHSSA grant funds to expand clinical services and to train school staff on the Interconnected Systems Framework (ISF) methodology and Positive Behavior Interventions and Supports (PBIS). PBIS is defined as a systems approach for establishing the social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors. The ISF aims to build upon the limitations of Positive Behavioral Interventions and Supports and School Mental Health to integrate both systems into one comprehensive model that can be implemented in a multi-tier framework. When implemented with fidelity, the ISF increases collaboration, efficiency and communication between the education and mental health systems.

Grant funds have been utilized to develop infrastructure for mental health systems at participating school sites and districts through the ISF and to strengthen the capacity of school personnel in recognizing and addressing behavioral health concerns in students. Work focused on targeted technical assistance, including meetings with school administration and leadership team, district administrator meetings focused on organizational changes, and personnel support such as clarity of roles and functions. Grant funds were additionally used to support the provision of parenting classes and suicide prevention and intervention for educators and parents at participating school sites.

During this year, County and CONTRACTOR shall work together to support the evaluation of the long-term impacts of work conducted during the previous grant years. County shall additionally continue to provide access to parenting classes and suicide prevention and intervention courses to participating schools.

1. Services and Responsibilities of the County

- a. Provide evaluation of the long-term impacts of the ISF implementation work completed in previous years at grant-involved school sites and districts. This work included targeted technical assistance, district administrator meetings, and personnel support. Evaluation shall occur by assessing involved schools and districts based on specific questions and metrics, including Tiered Fidelity Inventory (TFI) Scores and Reports, discipline rates, suicide risk assessments, behavioral threat assessments, Team Initiated Problem Solving (TIPS) fidelity and self-reflection, and self-perception data.
- b. Provide professional learning and capacity building for involved school sites and districts on advanced tier training, support in the development of positive classroom systems design, opportunities focused on Team Initiated Problem Solving (TIPS), and suicide assessment, intervention, and postvention.
- c. Provide opportunities for parents and caregivers of students at participating school sites to receive education around a variety of parenting and student support related topics, including culturally grounded parenting courses, courses around improving family functioning, and information sessions around suicide prevention and intervention tailored to parents and caregivers.

2. Services and Responsibilities of the District

- a. Engage with and support County's assessment of long-term impacts of the ISF implementation work and related services. This will be done by:
 - i. Providing data in areas of assessment, including Tiered Fidelity Inventory (TFI) Scores and Reports, discipline rates, suicide risk assessments, behavioral threat assessments, Team Initiated Problem Solving (TIPS) fidelity and self-reflection, and self-perception data.
 - ii. Meeting with County and any supporting the assessment work to discuss data requests, results from evaluation, next steps and recommendations, and other evaluation-related areas as needed.
 - iii. Where applicable, ensure administration and completion of relevant assessment tools as requested by County.
 - iv. Where applicable, enter student data into SWIS or other School Information System used to track suspension, truancy and mental health referrals and provide to County as requested to support in assessment and evaluation efforts.
- b. Support staff and administrators to attend training opportunities made available through MCBH and MCOE.
- c. Support outreach efforts to parents and caregivers of students at participating school sites about parenting class opportunities and suicide prevention and intervention courses on topics appropriate for the population.

PROGRAM 3: OUT OF SCHOOL YOUTH (OSY) MENTAL HEALTH SUPPORT

1. Services and Responsibilities of the County

a. The County will arrange for the provision of mental health screening and case management supports for students in the District's Migrant Education Out of School Youth (OSY) program. Mental health supports shall include wellness check-ins for students, mental health screening and case management to provide linkage to community resources when a need for mental health treatment is indicated.

b. The County shall be solely responsible for managing, monitoring, and overseeing County Therapist in the provision of mental health supports provided to students in the OSY program. Responsibility of the conduct of County Therapist(s) shall remain solely with the County. County shall designate a County Unit Supervisor to provide ongoing supervision for the County Therapist(s) providing mental health supports to ensure that guidance and consultation is available as needed. In addition to office-based supervision, County agrees to provide onsite supervision at least at least once every two months to ensure appropriate oversight.

- Provide clinical supervision and conduct performance evaluations of County Therapist(s).
- Coordinate and assign MCBH referrals.
- Oversee scheduled work hours of County Therapist(s).
- Serve as primary contact regarding any concerns or issues related to County Therapist attendance and/or service provision.
- Ensure coverage of services and supports in the event of County Therapist unplanned absence and communicate staffing plan to district and site administration.
- Work with the district administration to make any needed adjustments to the scheduling of work hours due to the District's school calendar year.
- Attend student-related meetings when invited to provide administrative support as needed.
- Provide prereferral consultation to school staff where needed to support referral triage and determine level of need and mental health intervention.

c. The County ensures that the County Therapists supporting the OSY program shall deliver services within their scope of practice and will perform the scope of activities and services required to fulfill the mental health support needed by the students in the OSY Program.

d. The County will manage and monitor the status of mental health supports provided in the District and will report data required by the OSY program, which conforms to the Confidentiality of Patient Information Certification included as Exhibit C to this MOU.

e. The County will provide office furniture, supplies, IT equipment and IT support to appropriately equip County Therapist(s) with the furniture, supplies, equipment, and support necessary for County business. Furniture, supplies, and equipment will be owned and maintained by the County. The County will provide and service the IT needs of the County Therapist(s) assigned to work in the District. In the event of termination of services, the County will retrieve all county-owned furniture, supplies, and equipment.

f. The County shall designate a Behavioral Health Services Manager or designee who will oversee and be the point of contact for the OSY program for all issues associated with the supports to be provided by the County as described in this MOU.

g. The County agrees to meet monthly with the District Student Services Manager or designee beginning the first month when services begin to ensure appropriate, efficient and effective implementation of the services rendered by County Therapist(s).

h. If either Party is ever audited, the other Party will provide assistance as may be helpful or necessary.

i. The County agrees to track support contacts with students in the OSY program and provide quarterly reports to the district to assess and monitor existing and emerging mental health needs as identified by the County Therapist(s).

2. Services and Responsibilities of the District

a. The District agrees to provide a confidential and private office and/or meeting space with electricity, appropriate lighting, at a reasonable temperature, and any equipment necessary (other than the equipment provided by County in Section 1(e) of this MOU) for the implementation of mental health supports provided by County Therapist(s). Any issues with access to confidential and private office and/or meeting space at a school site shall be addressed and resolved by the District Student Services Manager in collaboration with County Behavioral Health Services Manager. In the event of termination of services, the County will retrieve all County-owned equipment, furniture, and supplies from the County Therapist's assigned office space.

b. The District agrees to collaborate with the County Unit Supervisor on the staffing plan for the students served and to ensure that the District Student Services Manager maintains regular communication with the school sites regarding any changes to County Therapist assignments.

c. The District will assign a District Student Services Manager or designee to serve as the point of contact for the County Behavioral Health Services Manager for any issues or concerns that arise regarding delivery of services by the County Therapists associated with this MOU. All concerns shall be addressed at the school site level and the School District Director of Student Services or designee will remain involved through problem resolution process.

d. The District agrees to assign a Student Services Manager to meet on a monthly basis beginning the first month of school on an agreed upon recurring basis and as needed with the County Service Manager or designee and/or the County Unit Supervisor assigned to work in the District to ensure appropriate, efficient and effective implementation of the services rendered by County Therapist(s).

EXHIBIT B: PAYMENT PROVISIONS

1. Subject to the limitations set forth herein, School District shall pay County, in arrears, the total maximum amount not to exceed **[\$ Insert Total Maximum Annual Amount]** for the provision of County’s services during the term of this Agreement and in accordance with the following schedule:

Program	Term	Total Maximum Annual Amount
Program 1: General Education		
Program 2: Interconnected Systems Framework		
Program 3: OSY Mental Health Support		
Total Maximum Amount		

2. Invoice:

- a. **Program 1: General Education**

County - To offset the cost of services to the School District, County agrees to seek Medi-Cal reimbursement for Therapeutic Services provided pursuant to this MOU for all Medi-Cal eligible beneficiaries served. The County shall invoice School District one-fourth (1/4th) of the total annual estimated non-Federal Financial Participation (FFP) portion of the costs for the provision of Therapeutic services since County is reimbursed FFP directly by the Department of Health Care Services. The total invoice amount shall not exceed the total maximum MOU amount identified in Section a. above. The County shall prepare a quarterly invoice based on actual costs and estimated revenues.

District - The District agrees to pay the County for the non-FFP reimbursable portion of the total costs to provide Therapeutic Services, up to the total maximum amount outlined in Exhibit B: Payment Provisions, of this MOU.

- b. **Program 2: Inter-Connected Systems Framework**

There is no fiscal exchange between School District and County. School District is responsible for complying with COUNTY-requested data and ongoing assessment of previous grant-funded activities outlined under Program 2: Interconnected Systems Framework: Services and Responsibilities of the District. It is mutually agreed that if there is a reduction in grant funds to the County for program services, neither party shall be obligated to perform any provisions of this program from date of notification. County, in its sole and absolute discretion after consultation with the School District, may elect to terminate this program by giving written notice of program termination to School District effective immediately or on such other date as County specifies in the notice.

- c. **Program 3: OSY Mental Health Support**

The County shall prepare a quarterly invoice. The District agrees to pay the County up to the total maximum amount outlined above.

3. The County shall prepare a quarterly invoice based on actual costs and estimated revenues and will submit its invoice for the requested amount within thirty (30) days after the end of each quarter along with such other information pertinent to the invoice. Invoices shall be submitted to the School District at the following address:

**[Insert Name] School District [Insert Street]
[Insert City], CA [Insert Zip]**

School District shall pay the County's invoice in the requested amount within 30 days of receiving the County's invoice.

4. If for any reason this MOU is terminated, the School District's maximum liability shall be the total utilization to the date of termination not to exceed the maximum amount listed above.
5. As an exception to Section 4. above with respect to the Survival of Obligations after Termination, School District shall continue to remain obligated under this MOU with regard to payment for services required to be rendered after termination.

EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION CERTIFICATION

Confidentiality of Patient Information and Records. All Patient Information is confidential. The Parties shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all applicable state and federal law relating to confidentiality of patient records and patient information, including but not limited to: 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”), the Breach Notification Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and D (the “Breach Notification 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”); the federal Confidentiality of Alcohol and Drug Abuse Patient Records under 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2 (the “Part 2 Regulations”); the Lanterman-Petris-Short Act (“LPS”), California Welfare and Institutions Code sections 5328, *et seq.*; California substance abuse laws at California Health & Safety Code sections 11812 and 11845.5; Medi-Cal laws at 45 C.F.R. § 205.50, 42 C.F.R. § 431.300 *et seq.*; the Confidentiality of Medical Information Act (“CMIA”), California Civil Code sections 56.00 *et seq.*; California laws governing HIV/AIDS records at California Health & Safety Code § 120975; and California Civil Code Section 1798.29

“Patient Information “includes any individually identifying information related to a patient/recipient of behavioral health services, including, but not limited to, name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “Patient Information “includes all health information the Parties have obtained about a patient/recipient of services, including the mere fact that patient is receiving alcohol or drug treatment from the County or has been referred to an alcohol or drug treatment program by the County, whether or not a documentary record of such information exists.

Ownership of Data. All Patient Information created or received by the County in connection with the provision of behavioral health services under this Agreement shall be and remain the property of the County and the County shall retain exclusive rights and ownership thereto. Such information shall be referred to henceforth as “County Data”.

Use and Disclosure of Information. In relation to the services being provided by the County pursuant to this MOU, the District may require access to County Data regarding the progress of students receiving the therapeutic services. The County shall disclose County Data to District solely as set forth below. The County may provide County Data to District pursuant to a valid authorization for such disclosure from the patient/recipient of the Services or his or her legally authorized representative, or as required by law. The County also may provide County Data that has been de-identified in accordance with 45 C.F.R. Section 164.514 to District as necessary in connection with its performance of Services under this Agreement.

District shall use County Data or Patient Information obtained from contact with patients/recipients of Services and complainants (including anonymized data) only for the purpose(s) for which use or disclosure was authorized and shall implement appropriate safeguards to maintain the Confidentiality of such information and to prevent further use or disclosure. District acknowledges that County Data regarding a patient whose records are subject to the Part 2 Regulations may not be re-disclosed to another entity without specific authorization from the patient or his/her legally authorized representative for such re-disclosure. In addition, District shall obtain the County's prior written consent to any disclosure of County Data, except as required by law. The County, through the Behavioral Health Director, shall have access to any Patient Information obtained by District in connection with its performance under this Agreement.

The Parties shall not disclose Patient Information, including the identities of patients/recipients of service, to other parties without proper authorization for such disclosure or as authorized by law.

In relation to the services being provided by County pursuant to this MOU, the County may also require access to District records and information, including but not limited to "education records" relating to the students receiving the therapeutic services ("District Data"). The County will use District Data only for the purpose of fulfilling its duties under this MOU and will not share such data (including anonymized data) with, or disclose it to, any third party without the prior written consent of the District, except as required by law and except to third party contractors retained by the County to provide services related to this MOU.

The County will provide access to District Data to its employees, subcontractors and third party contractors who need to access the data to fulfill the County obligations under this MOU. The County will ensure that employees and subcontractors who perform work under this MOU are bound to strict obligations of confidentiality no less rigorous than those set forth herein. If the County will have access to "education records" for the District's students as defined under the Family Educational Rights and Privacy Act (FERPA), the County acknowledges that for the purposes of this MOU it will be designated as a "school official" with "legitimate educational interests" in the District education records, as those terms have been defined under FERPA and its implementing regulations, and the County agrees to abide by the FERPA limitations and requirements imposed on school officials. The County shall train all of its responsible employees on how to comply with those responsibilities imposed by FERPA, through this MOU, which are applicable to the County and County's employees. The County will use the education records only for the purpose of fulfilling its duties under this MOU for District's and the students' benefit, and will not share such data with or disclose it to any third party except as provided for in this MOU, required by law, or authorized in writing by the District.

If the District receives a subpoena, warrant, or other legal order, demand, including requests pursuant to the California Public Records Act (Gov. Code, §§ 6250, *et seq.*) ("requests") or requests seeking County Data, the District may advise the requesting party that the documents are not in the District's possession and that all requests should be directed to the County. The District shall respond to any such requests seeking District Data.

Upon termination or expiration of this MOU, the County will return or securely destroy District Data as directed by the District. Transfer to the District or a third party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. In the event that the District requests destruction of District Data, the County agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which the County might have transferred District Data. The County agrees to provide certification of data destruction to the District upon request.

District shall return or securely destroy County Data as directed by the County. Transfer to the County or a third party designated by the party shall occur within a reasonable period of time, and without significant interruption in service. In the event that County requires destruction of County Data, District agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which the District may have transferred County Data. District agrees to provide certification of data destruction to County upon request.

Penalty for Unauthorized Disclosure. The Parties understand that disclosure of Patient Information in violation of law may subject the party releasing the information to civil and/or criminal fines, penalties, and damages.

Duty to Warn. The Parties understand that persons providing services under this MOU may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. The Parties shall inform all of their officers, employees, and agents providing services hereunder of these provisions.

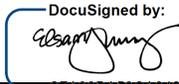
<p>SCHOOL DISTRICT</p> <p><i>By my signature below, as the authorized representative of the District, I certify acceptance and understanding for myself and the District of the above confidentiality provisions</i></p>	<p>COUNTY OF MONTEREY</p> <p><i>By my signature below, as the authorized representative of the County, I certify acceptance and understanding for myself and the County of the above confidentiality provisions.</i></p>
<p>Signature of Authorized Representative</p>	<p>DocuSigned by:  <small>CTA30BA59CA8423</small></p> <p>Signature of Authorized Representative</p>
<p>Name of Authorized Representative (printed)</p>	<p>Elsa Mendoza Jimenez</p> <p>Name of Authorized Representative (printed)</p>
<p>Title of Authorized Representative</p>	<p>Director of Health Services</p> <p>Title of Authorized Representative</p>
<p>Date: _____</p>	<p>Date: 5/21/2025 4:28 PM PDT</p> <p>Date: _____</p>

EXHIBIT D: COUNTY INSURANCE

The County certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then the County shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. The County shall maintain insurance or self-insurance of five million dollars (\$5,000,000) per occurrence and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering the County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 1 and 2 above including sexual misconduct shall be endorsed to include the School District as a Supplemental Member with respect to this MOU for Therapeutic Services. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of the County, its officers, directors, agents, and/or employees. The County, upon execution of this MOU, shall furnish School District with Certificates of Insurance or Letter of Self-Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to School District of any modification, change or cancellation of any of the above insurance coverages.

EXHIBIT E: SCHOOL DISTRICT INSURANCE

School District certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then School District shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. School District shall maintain insurance or self-insurance with a self-insured retention of five million dollars (\$5,000,000) and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering School District's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 1 and 2 above including sexual misconduct shall be endorsed to include the County of Monterey ("County") as an additional insured. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of School District, its officers, directors, agents, and/or employees. School District, upon execution of this MOU, shall furnish the County with Certificates of Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to the County of any modification, change, or cancellation of any of the above insurance coverages.

EXHIBIT F: YOUTH SCREENING TOOL

State of California – Health and Human Services Agency

Department of Health Care Services

Youth Screening Tool for Medi-Cal Mental Health Services

The Youth Screening Tool for Medi-Cal Mental Health Services is required for use when an individual under age 21, or a person on behalf of an individual under age 21, who is not currently receiving mental health services, contacts their Medi-Cal Managed Care Plan (MCP) or county Mental Health Plan (MHP) to seek mental health services. This tool determines whether an individual should be referred to the MCP delivery system or to the MHP delivery system for a clinical assessment and ensures that individuals have timely access to the appropriate mental health delivery system. The Youth Screening Tool for Medi-Cal Mental Health Services is not required to be used when individuals contact mental health providers directly to seek mental health services.¹

Instructions:

1. There are two versions of the Youth Screening Tool for Medi-Cal Mental Health Services:
 - One version of the tool is used when a youth is responding on their own behalf: *Youth Screening Tool for Medi-Cal Mental Health Services: Youth Respondent*.
 - One version of the tool is used when a person is responding on behalf of the youth: *Youth Screening Tool for Medi-Cal Mental Health Services: Respondent on Behalf of Youth*.
2. The answer to screening question 2 determines which version of the tool is used.
3. Each scored question is a “Yes” or “No” question. Not every question is scored.
4. Each scored question has a defined number of points for the selected answer. The number of points for each question cannot be more or less than what is on the scoresheet.
5. Select/mark the number in the “Yes” or “No” column based on the response provided.
6. If the youth, or the person responding on their behalf, is unable or chooses not to answer a question, skip the question and score it as “0.”

¹ As described in APL 22-028 and BHIN 22-065, MCPs and MHPs must allow contracted mental health providers who are contacted directly by individuals seeking mental health services to begin the assessment process and provide services during the assessment period without using the Screening Tools, consistent with the No Wrong Door for Mental Health Services Policy described in [BHIN 22-011](#).

7. If a response to question 5 indicates that a child who is age 3 or younger has not seen a pediatrician in the last 6 months, or that a child/youth age 4 or older has not seen a pediatrician or primary care physician (PCP) in the last year, the screener must offer to connect them to their MCP for a pediatrician/PCP visit in addition to the mental health delivery system referral generated by the screening score.²
8. If the youth, or the person responding on their behalf, responds “Yes” to question 6, 7, or 9, they meet criteria for specialty mental health services per [BHIN 21-073](#). In these cases, the screening is not required, and the screener must offer and coordinate a referral for clinical assessment by the MHP. Referral coordination must include follow up to ensure an assessment has been made available to the individual. Please reference [BHIN 21-073](#) for additional detail on specialty mental health services criteria and definitions of key terminology.
9. If the youth, or the person responding on their behalf, responds “Yes” to question 19, 20, or 21, the screener must immediately offer and coordinate a referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. Referral coordination should include sharing the completed Youth Screening Tool for Medi-Cal Mental Health Services. The referral and subsequent clinical evaluation may or may not impact the mental health delivery system referral generated by the screening score.
10. A response of “Yes” to question 17 does not impact the screening score. If the youth, or the person responding on their behalf, responds “Yes” to question 17, the screener must offer and coordinate a referral to the county behavioral health plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score. The individual may decline this referral without impact to the mental health delivery system referral.
11. Once responses to all questions have been documented, the selected/marked numbers in the “Yes” column should be added together and that total number should be entered in the “Total Score” box.
 - a. Individuals with a total score of 0 – 5 must be referred to the MCP for a clinical assessment.
 - b. Individuals with a total score of 6 and above must be referred to the MHP for a clinical assessment.
12. Once a score has been generated, a referral must be coordinated.
 - a. If the individual's score requires referral within the same delivery system, a timely clinical assessment must be offered and provided.
 - b. If the individual's score requires referral to the other mental health delivery system (i.e., MCP to MHP or MHP to MCP), the referral must be coordinated with the other delivery system, including sharing the completed Youth Screening Tool for Medi-Cal Mental Health Services and following up to ensure a timely clinical assessment has been made available to the individual.

² Bright Futures well-child visit guidelines indicate a child age 4 and older should be seen by a pediatrician annually, and a child age 3 and under should be seen by a pediatrician every 1, 3, or 6 months depending on their age.

Youth Screening Tool for Medi-Cal Mental Health Services Youth Respondent

Name:	Date of Birth:
Age: <i>NOTE: If age 21 or older, switch to the "Adult Screening Tool for Medi-Cal Mental Health Services."</i>	
Medi-Cal Number (CIN):	
1. Is this an emergency or crisis situation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>NOTE: If yes, do not finish the screening and handle according to existing emergency or crisis protocols.</i>	
2. Are you calling about yourself or about someone else? <input type="checkbox"/> Self <input type="checkbox"/> Someone else • If calling about someone else, who are you calling about and what is your relationship to them?	
<i>NOTE: If someone else, please switch to the "Respondent on Behalf of Youth" version of the tool.</i>	
3. Can you tell me the reason you are seeking mental health services today?	
4. Are you currently receiving mental health treatment? • If yes, where are you receiving those services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>NOTE: If the individual is currently receiving mental health services from their MCP or MHP, do not finish the screening. Instead, connect them with their current provider for further assessment.</i>	
5. When was the last time you saw your pediatrician or primary care doctor?	
<i>NOTE: If the child/youth is age 3 or younger and has not seen a pediatrician in over 6 months or age 4 and older and has not seen a pediatrician or primary care physician (PCP) in over a year, continue the screening and connect them to their MCP for a pediatrician/PCP visit.</i>	

Question	Yes	No
6. Are you currently or have you ever been in juvenile hall, on probation, or under court supervision? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
7. Are you currently in foster care or involved in the child welfare system? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
8. Have you ever been in foster care or involved in the child welfare system?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
9. Are you currently without housing or a safe place to sleep? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
10. Have you ever been without housing or a safe place to sleep?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
11. Are you having thoughts, feelings or behaviors that make it hard for you at home, school, or work?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
12. Are you having thoughts, feelings, or behaviors that make it hard to be with your friends or have fun?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
13. Are you often absent from school, work, or activities due to not feeling well?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
14. Is the person who takes care of you often not around or unable to take care of you?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
15. Do you feel unsupported or unsafe?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
16. Is anyone hurting you?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
17. Are you having trouble with drugs or alcohol? ² <i>NOTE: If yes, continue the screening and coordinate referral to the county behavioral health plan for substance use disorder assessment after the screening is completed.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —

Question	Yes	No
18. Is anyone in your family or who lives with you having trouble with drugs or alcohol?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
19. Do you hurt yourself on purpose? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
20. In the past month, have you had thoughts about ending your life, wished you were dead, or wished you could go to sleep and never wake up? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
21. Do you have plans to hurt others? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of homicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
22. Has someone outside of your family told you that you need help with anxiety, depression, or your behaviors?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
23. Have you been seen in the hospital to get help for a mental health condition within the last six months?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
<p>Total Score: 0</p> <p>If score is 0 – 5, refer to the MCP per instruction #11</p> <p>If score is 6 or above, refer to the MHP per instruction #11</p>		
<p>1 Questions 6, 7, and 9 are not scored. A response of “Yes” results in a referral to the MHP for clinical assessment. Please reference BHIN 21-073 for additional detail on specialty mental health services criteria and definitions of key terminology.</p> <p>2 Question 17 is not scored. A response of “Yes” results in a referral to the county plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score.</p> <p>3 A response of “Yes” to questions 19, 20, and 21 results in immediate coordination of referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. The referral and subsequent evaluation may or may not impact the mental health delivery system referral generated by the screening score.</p>		

Youth Screening Tool for Medi-Cal Mental Health Services Respondent on Behalf of Youth

Name:	Date of Birth:
Age: <i>NOTE: If age 21 or older, switch to the "Adult Screening Tool for Medi-Cal Mental Health Services."</i>	
Medi-Cal Number (CIN):	
1. Is this an emergency or crisis situation? <i>NOTE: If yes, do not finish the screening and handle according to existing emergency or crisis protocols.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are you calling about yourself or about someone else? • If calling about someone else, who are you calling about and what is your relationship to them? <i>NOTE: If calling about themselves, switch to the "Youth Respondent" version of the tool.</i>	<input type="checkbox"/> Self <input type="checkbox"/> Someone else
3. Can you tell me the reason you are seeking mental health services for the child/youth today?	
4. Is the child/youth currently receiving mental health treatment? • If yes, where are they receiving those services? <i>NOTE: If the individual is currently receiving mental health services from their MCP or MHP or MCP do not finish the screening. Instead, connect them with their current provider for further assessment.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. When was the last time the child/youth saw their pediatrician or primary care provider? <i>NOTE: If the child/youth is age 3 or younger and has not seen a pediatrician in over 6 months or age 4 and older and has not seen a pediatrician or primary care physician (PCP) in over a year, continue the screening and connect them to their MCP for a pediatrician/PCP visit.</i>	

Question	Yes	No
6. Is the child/youth currently or have they ever been in juvenile hall, on probation, or under court supervision? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
7. Is the child/youth currently in foster care or involved in the child welfare system? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
8. Has the child/youth ever been in foster care or involved in the child welfare system?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
9. Is the child/youth currently without housing or a safe place to sleep? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
10. Has the child/youth ever been without housing or a safe place to sleep?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
11. Is the child/youth having thoughts, feelings or behaviors that make it hard for them at home, school, or work?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
12. Is the child/youth having thoughts, feelings, or behaviors that make it hard to be with their friends or have fun?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
13. Is the child/youth often absent from school, work, or activities due to not feeling well?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
14. Is the primary caretaker for the child/youth often not around or unable to take care of the child/youth?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
15. Does the child/youth feel unsupported or unsafe?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
16. Is anyone hurting the child/youth?	<input type="checkbox"/> 1	<input type="checkbox"/> 0

Question	Yes	No
17. Is the child/youth having trouble with drugs or alcohol? ² <i>NOTE: If yes, continue the screening and coordinate referral to the county behavioral health plan for substance use disorder assessment after the screening is completed.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
18. Is anyone in the child/youth’s family or who lives with them having trouble with drugs or alcohol?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
19. Does the child/youth self-harm or behave in a manner that may cause harm to themselves? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
20. In the past month, has the child/youth had thoughts about ending their life, wished they were dead, or wished they could go to sleep and never wake up? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
21. Does the child/youth have plans to hurt others? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of homicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
22. Has someone outside of the child/youth’s family said that the child/youth needs help with anxiety, depression, or their behaviors?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
23. Has the child/youth been seen in a hospital for a mental health condition within the last six months?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
Total Score: 0 If score is 0 – 5, refer to the MCP per instruction #11 If score is 6 or above, refer to the MHP per instruction #11		

- 1 Questions 6, 7, and 9 are not scored. A response of “Yes” results in a referral to the MHP for clinical assessment. Please reference [BHIN 21-073](#) for additional detail on specialty mental health services criteria and definitions of key terminology.
- 2 Question 17 is not scored. A response of “Yes” results in a referral to the county plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score.
- 3 A response of “Yes” to questions 19, 20, and 21 results in immediate coordination of referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. The referral and subsequent evaluation may or may not impact the mental health delivery system referral generated by the screening score.



County of Monterey

Item No.22

Board Report

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

Legistar File Number: A 25-400

October 14, 2025

Introduced: 9/29/2025

Current Status: Health Department -
Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Contracts & Purchasing Officer or designee to execute Amendment No. 5 to Agreement No. A-16238 with Raimi + Associates, Inc. for the provision of Focus Group Facilitator Services for the Youth Violence Prevention Program, CalVIP Cohort #4, adding \$30,000 for a total Agreement amount of \$203,415 with no change to the existing term of April 25, 2023 through March 31, 2026.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:

Approve and authorize the Contracts & Purchasing Officer or designee to execute Amendment No. 5 to Agreement No. A-16238 with Raimi + Associates, Inc. for the provision of Focus Group Facilitator Services for the Youth Violence Prevention Program, CalVIP Cohort #4, adding \$30,000 for a total Agreement amount of \$203,415 with no change to the existing term of April 25, 2023 through March 31, 2026.

SUMMARY:

In 2024, the County of Monterey Health Department updated its five-year Strategic Plan to establish four priority areas. To support this process, the Department engaged Raimi + Associates to produce the Strategic Plan, which will guide the Department's efforts and serve as the basis for ongoing accomplishment reports to track progress toward the four strategic goals.

DISCUSSION:

Building on this existing relationship, Raimi + Associates will collaborate with the lead program evaluator at the County of Monterey Health Department to facilitate focus groups for the CALVIP Cohort #4 program. Their tasks will include planning, conducting, and documenting up to 12 focus groups with CALVIP Cohort #4 program partners and community members. The focus groups will be used to identify the partnership's strengths and weaknesses in addressing youth violence, as well as external opportunities, threats, and challenges from both the community and program partners' perspectives.

OTHER AGENCY INVOLVEMENT:

The Offices of the County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:

Appropriations for this Agreement are included in the Health Department's (4000-HEA014-8438) Fiscal Year (FY) 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This agreement supports the Board of Supervisor Strategic Plan goal checked below by engaging community members and partners in evaluating efforts to reduce youth violence. The focus groups will help strengthen collaboration, identify solutions, and promote safer, healthier environments for Monterey County youth and families.

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
- Safe and Resilient Communities
- Diverse and Thriving Economy

Prepared by: Roxann Seepersad, Supervising Epidemiologist, 755-4522

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:

- Board Report
- Amendment No. 5
- Amendment No. 4
- Amendment No. 3
- Amendment No. 2
- Amendment No. 1
- Board Order
- Agreement



County of Monterey

Item No.14

Board Report

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

Legistar File Number: A 25-400

October 14, 2025

Introduced: 9/29/2025

Current Status: Health Department -
Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Contracts & Purchasing Officer or designee to execute Amendment No. 5 to Agreement No. A-16238 with Raimi + Associates, Inc. for the provision of Focus Group Facilitator Services for the Youth Violence Prevention Program, CalVIP Cohort #4, adding \$30,000 for a total Agreement amount of \$203,415 with no change to the existing term of April 25, 2023 through March 31, 2026.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:

Approve and authorize the Contracts & Purchasing Officer or designee to execute Amendment No. 5 to Agreement No. A-16238 with Raimi + Associates, Inc. for the provision of Focus Group Facilitator Services for the Youth Violence Prevention Program, CalVIP Cohort #4, adding \$30,000 for a total Agreement amount of \$203,415 with no change to the existing term of April 25, 2023 through March 31, 2026.

SUMMARY:

In 2024, the County of Monterey Health Department updated its five-year Strategic Plan to establish four priority areas. To support this process, the Department engaged Raimi + Associates to produce the Strategic Plan, which will guide the Department's efforts and serve as the basis for ongoing accomplishment reports to track progress toward the four strategic goals.

DISCUSSION:

Building on this existing relationship, Raimi + Associates will collaborate with the lead program evaluator at the County of Monterey Health Department to facilitate focus groups for the CALVIP Cohort #4 program. Their tasks will include planning, conducting, and documenting up to 12 focus groups with CALVIP Cohort #4 program partners and community members. The focus groups will be used to identify the partnership's strengths and weaknesses in addressing youth violence, as well as external opportunities, threats, and challenges from both the community and program partners' perspectives.

OTHER AGENCY INVOLVEMENT:

The Offices of the County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:

Appropriations for this Agreement are included in the Health Department's (4000-HEA014-8438) Fiscal Year (FY) 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This agreement supports the Board of Supervisor Strategic Plan goal checked below by engaging community members and partners in evaluating efforts to reduce youth violence. The focus groups will help strengthen collaboration, identify solutions, and promote safer, healthier environments for Monterey County youth and families.

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
- Safe and Resilient Communities
- Diverse and Thriving Economy

Prepared by: Roxann Seepersad, Supervising Epidemiologist, 755-4522

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:

- Board Report
- Amendment No. 5
- Amendment No. 4
- Amendment No. 3
- Amendment No. 2
- Amendment No. 1
- Board Order
- Agreement

AMENDMENT NO. 5 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 5 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc., hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT No. A-16238 to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of \$67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by \$28,165 due to the extended term, for a total AGREEMENT amount not to exceed \$95,836; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by \$17,448 due to the additional services, for a total AGREEMENT amount not to exceed \$113,284; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 3 to add Exhibit C-3, Strategic Planning Process for Hitchcock Road Animal Services, and increase the total amount of the AGREEMENT by \$55,131 due to the additional services, for a total AGREEMENT amount not to exceed \$168,415; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 4 to replace Exhibit C with Exhibit C-4, Strategic Planning Process for Hitchcock Road Animal Services, replace Exhibit B with Exhibit B-4, Graphic Design Services, and increase the total amount of the AGREEMENT by \$5,000 for additional services, for a new Total Agreement amount not to exceed \$173,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add EXHIBIT D, Focus Group Facilitator Services for Youth Violence Prevention Program, CalVIP Cohort #4, and increase the total amount of the AGREEMENT by \$30,000 for additional Focus Group Facilitator services, for a new Total Agreement amount not to exceed \$203,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 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

Raimi + Associates, Inc.
Amendment No. 5
Term: 04/25/2023 – 03/31/2026
NTE: \$203,415

of \$173,415”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$203,415”.

2. **EXHIBIT D-5, “Focus Group Facilitator Services for Youth Violence Prevention Program, CalVIP Cohort #4”**. All references in Agreement to EXHIBIT D shall be construed to refer to EXHIBIT D-5.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 5 and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT No. 5 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.
5. This AMENDMENT No. 5 shall be effective upon execution.

******* Signature Page to Follow *******

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 5 on the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR – **Raimi + Associates, Inc.**

Contracts/Purchasing Officer

DocuSigned by:
By: Matthew D. Raimi

Signature of Chair, President, or Vice-President

Dated: _____

Matthew D. Raimi President and CEO

Printed Name and Title

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz Patricia Ruiz

Deputy Auditor/Controller
Auditor Controller Analyst I
Dated: 9/19/2025 | 8:29 AM PDT

Dated: 9/16/2025 | 11:16 AM PDT

Approved as to Liability Provisions:

Risk Management
Dated: _____

DocuSigned by:
By: Kym Dorman

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Kym Dorman COO

Printed Name and Title

Dated: 9/12/2025 | 3:25 PM PDT

Approved as to Form:

DocuSigned by:
Stacy Saetta Stacy Saetta

Deputy County Counsel
Chief Deputy County Counsel
Dated: 9/18/2025 | 7:45 AM PDT

Director of Health Services
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.

Raimi + Associates, Inc.
Amendment No. 5
Term: 04/25/2023 – 03/31/2026
NTE: \$203,415

EXHIBIT D-5

To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions (Focus Group Facilitator Services for Youth Violence Prevention Program, CALVIP Cohort #4).

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. CONTRACTOR shall facilitate focus group services for the Youth Violence Prevention program, as detailed in the Task Table in **Section B.1**.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$30,000** 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. CONTRACTOR shall facilitate focus group services for the Youth Violence Prevention program, as detailed in the Task Table in **Section B.1** below.

******This Section Intentionally Left Blank******

Raimi + Associates, Inc.
Exhibit D-5
Amendment No. 5
Term: 04/25/23 – 03/31/2026
NTE: \$203,415

Table 1: Raimi + Associates Focus Group Facilitator Services for Youth Violence Prevention Program, CALVIP Cohort #4

Task	Deliverable	Timeline	Cost
Task 1: Focus Group facilitator CALVIP Cohort 4 at program partner site (Partners for Peace)	Contractor to plan, conduct, take notes for Partners for Peace up to 9 focus groups (3 focus groups per program; in English and Spanish).	September 1, 2025, to November 15, 2025.	\$14,435
Task 2: Focus Group facilitator CALVIP Cohort 4 at program partner site (Rancho Cielo)	Contractor to plan, conduct, and take notes for Rancho Cielo up to 3 focus groups (3 focus groups in English only)	September 1, 2025, to November 15, 2025.	\$3,960
Task 3: Project Management	Contractor to plan and facilitate kick off meeting, client updates, and gift card distribution to participants). Contractor to submit findings including notes, summary reports, original transcripts, and recordings to County of Monterey Health Department CALVIP Cohort #4 evaluator.	September 1, 2025, to November 15, 2025.	\$4,915
<p>CONTRACTOR to work closely with CALVIP Cohort #4 lead program evaluator at County of Monterey Health Department to conduct focus groups at two program partner sites. Tasks include planning, conducting and taking notes for up to 12 focus groups and 2 CALVIP Cohort #4 program partner sites. CONTRACTOR to conduct up to 12 focus groups with the following groups: 1) Partners for Peace, 2) Rancho Cielo, 3) Natividad Medical Foundation, 4) Salinas Police Department, and 5) Community members. CONTRACTOR's virtual focus groups will take up to 90 minutes each and will explore topics related to youth violence prevention and program partners internal strengths and weaknesses; external opportunities and threats/challenges. CONTRACTOR to provide translation services for focus groups conducted in Spanish. CONTRACTOR to translate all Spanish language transcripts into English. CONTRACTOR to prepare a summary of key takeaways in a report in English. The focus of the report will be to understand the program's internal strengths and weakness in addressing youth violence, the external opportunities and threats/challenges, and to provide information for the CALVIP Cohort #4 team to consider as part of their program evaluation efforts. CONTRACTOR to submit all record, in English and Spanish, including transcripts, recordings, notes, and summary reports to County of Monterey Health Department. CONTRACTOR shall abide by standard data use agreement, which includes protecting participant privacy and record keeping criteria.</p>			
Subtotal			\$23,310
Additional Expenses	Incentives (\$35 gift card for up to 168 participants:14 participants/group x 12 groups)		\$5,880
Office & General Expenses	General Office Expenses (3% of Raimi + Associates labor cost)		\$810
Grand total of Tasks 1-3			\$30,000

There shall be no travel reimbursement allowed during this Agreement.

Raimi + Associates, Inc.
 Exhibit D-5
 Amendment No. 5
 Term: 04/25/23 – 03/31/2026
 NTE: \$203,415

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the Agreement, etc.

Invoices shall be emailed directly to: HDADMINFinance@countyofmonterey.gov

Cc: seepersadr@countyofmonterey.gov

Cc: larav@countyofmonterey.gov

Invoices may be mailed to:

Monterey County Health Department
Attn: Accounts Payable/ADMINISTRATION
Karla Tinajero
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.

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.

AMENDMENT NO. 4 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 4 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc., hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT No. A-16238 to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of \$67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by \$28,165 due to the extended term, for a total AGREEMENT amount not to exceed \$95,836; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by \$17,448 due to the additional services, for a total AGREEMENT amount not to exceed \$113,284; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 3 to add Exhibit C-3, Strategic Planning Process for Hitchcock Road Animal Services, and increase the total amount of the AGREEMENT by \$55,131 due to the additional services, for a total AGREEMENT amount not to exceed \$168,415; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to replace Exhibit C with Exhibit C-4, Strategic Planning Process for Hitchcock Road Animal Services, replace Exhibit B with Exhibit B-4, Graphic Design Services, and increase the total amount of the AGREEMENT by \$5,000 for additional services, for a new Total Agreement amount not to exceed \$173,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026.

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 \$168,415”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$173,415”.
2. **EXHIBIT B-2, “Graphic Design Services”, shall be amended by removing** EXHIBIT B-2 of this AGREEMENT **and replacing it with** “EXHIBIT B-4”. All references in Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-4.

Raimi + Associates, Inc.
Amendment No. 4
Term: 04/25/2023 – 03/31/2026
NTE: \$173,415

3. **EXHIBIT C-3, “Strategic Planning Process for Hitchcock Road Animal Services”, shall be amended by removing EXHIBIT C-3 of this AGREEMENT and replacing it with “EXHIBIT C-4”.** All references in Agreement to EXHIBIT C shall be construed to refer to EXHIBIT C-4.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 4 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT No. 4 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.
6. This AMENDMENT No. 4 shall be effective upon execution.

***** *Signature Page to Follow* *****

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 4 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:

Tom Skinner Tom Skinner

Contracts/Purchasing Officer

Contracts/Purchasing Supervisor

Dated: 3/5/2025 | 8:48 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:

Patricia Ruiz Patricia Ruiz

Deputy Auditor/Controller

Auditor Controller Analyst I

Dated:

3/5/2025 | 8:36 AM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Stacy Saetta Stacy Saetta

Deputy County Counsel

Chief Deputy County Counsel

Dated: 3/4/2025 | 4:53 PM PST

Director of Health Services

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:

By: Matthew D. Raimi

Signature of Chair, President, or Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 2/24/2025 | 1:31 PM PST

DocuSigned by:

By: Lym Dorman

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

3/3/2025 | 2:57 PM PST COO
Printed Name and Title

Dated: 3/3/2025 | 2:57 PM PST

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Raimi + Associates, Inc.
Amendment No. 4
Term: 04/25/2023 – 03/31/2026
NTE: \$173,415

EXHIBIT B-4

**To Agreement by and between
Health Department, hereinafter referred to as “COUNTY”
AND
Raimi + Associates, Inc., hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions
(Graphic Design Services)**

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. CONTRACTOR shall provide graphic design services for the design and layout of the Monterey CHIP document with the optional task of drafting text and a heading graphic (as outlined in the **Task table in Section B.1**) for a press release when the plan is launched for the Monterey County Health Department (MCHD).

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$173,415** 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:

*****This Section Intentionally Left Blank*****

Raimi + Associates, Inc.
Exhibit B-4
Amendment No. 4
Term: 04/25/23 – 03/31/2026
NTE: \$173,415

TASK	DELIVERABLE	TIMELINE	COST
TASK 1: Project Initiation & Management	CONTRACTOR shall organize a Kick-off meeting with MCHD staff to understand report structure and	Within 10 days of agreement execution	\$2,995
Kick-off Meeting & Production Schedule			
Ongoing Project Management & Coordination			
TASK 2: Art Direction & Template Development	CONTRACTOR shall send out a questionnaire regarding MCHD staff's visual preferences and meet with staff to review.	<ul style="list-style-type: none"> • Questionnaire to be sent 2 working days after Kickoff Meeting. • Visual preferences meeting to happen upon MCHD staff completion of questionnaire. 	\$2,995
Questionnaire			
Preliminary Template	CONTRACTOR shall draft a preliminary template of the report for MCHD staff's input and approval.	<ul style="list-style-type: none"> • Template to be completed by CONTRACTOR within one week following questionnaire meeting and delivered to MCHD staff. • MCHD to review and provide feedback on template to be incorporated into full draft. 	
TASK 3: Prepare Full Draft	CONTRACTOR shall use the approved template and create a draft of the full document to share with MCHD staff for review. CONTRACTOR to meet with staff to review.	<ul style="list-style-type: none"> • CONTRACTOR to prepare full draft within two weeks following approval to proceed on template by MCHD staff. • CONTRACTOR to meet with MCHD staff and MCHD staff will provide input following the meeting. 	\$6,230
Full Draft Document			
TASK 4: Revise & Finalize Report	CONTRACTOR shall incorporate comments on previous draft to produce the final document. CONTRACTOR to meet with staff to review.	<ul style="list-style-type: none"> • CONTRACTOR to prepare and deliver final draft within 1 week following receipt of final resolved comments from MCHD staff. 	\$7,280
Final Document			
TASK 5: Product & Data Transfer	CONTRACTOR shall provide document data files to COUNTY via email or as requested.	<ul style="list-style-type: none"> • CONTRACTOR to provide PDF versions of document, exported word version converted from PDF, and all final working files to COUNTY within 2 working days of final document approval by MCHD staff. 	\$480
Provide PDF versions of Final Document			
Provide Exported Word Version of Final Document			
TASK 6: Press Release and Graphic	CONTRACTOR shall draft text for an email press release of the plan and review the Final plan text.	<ul style="list-style-type: none"> • Press release text to begin at MCHD staff discretion after finalized report is produced and to be completed within one week of assignment. 	\$1,960
Press Release Text			
Press Release Header Graphic	CONTRACTOR shall create a header graphic for an email press release of the plan.	<ul style="list-style-type: none"> • CONTRACTOR to provide press release header graphic within 4 working days of press release text completion. 	
Subtotal			\$21,940
Offices Expenses (3%)			\$508
GRAND TOTAL (Tasks 1-6)			\$22,448

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, 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 - PEP
 Miriam Mendoza-Hernandez
 1270 Natividad Road
 Salinas, CA 93906

Raimi + Associates, Inc.
 Exhibit B-4
 Amendment No. 4
 Term: 04/25/23 – 03/31/2026
 NTE: \$173,415

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: HernandezMY@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.

Raimi + Associates, Inc.
Exhibit B-4
Amendment No. 4
Term: 04/25/23 – 03/31/2026
NTE: \$173,415

EXHIBIT C-4

**To Agreement by and between
Health Department, hereinafter referred to as “COUNTY”
AND
Raimi + Associates, Inc., hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions
(Strategic Planning Process for Hitchcock Road Animal Services)**

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. CONTRACTOR shall facilitate Strategic Planning Process for Hitchcock Road Animal Services (HRAS), in alignment with the Joint Powers Authority, as detailed in the Task Table in **Section B.1**.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$173,415** 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:

*******This Section Intentionally Left Blank*******

Raimi + Associates, Inc.
Exhibit C-4
Amendment No. 4
Term: 04/25/23 – 03/31/2026
NTE: \$173,415

TASK	DELIVERABLE	TIMELINE	COST
TASK 1: Project Management > Kick-off Meeting & Production Schedule. > Establish up to 8 additional project check-in meetings. > Schedule regular check-in meetings. > Discuss additional relevant documents to review for the project. > The HRAS Board of Directors will serve as the Strategic Planning Team. > Ongoing Project Management & Coordination	CONTRACTOR shall organize a Kick-off meeting with HRAS staff to understand report structure and project schedule. CONTRACTOR shall provide final scope of work and timeline, agendas, and summarized action items.	Within 10 days of agreement execution October - June 2025	\$6,400
TASK 2: Conduct Environmental Scan Rapid Environmental Scan	CONTRACTOR shall provide brief summary of key takeaways in a slide deck.	• January 2025 through March 2025	\$9,090
CONTRACTOR to work closely with HRAS' team/staff members to conduct a rapid environmental scan that includes identifying and reviewing key documents (e.g., Bylaws of HRAS, etc.), conducting up to 6 stakeholder interviews with the following stakeholders: 1) HRAS core leadership team (n=5); 2) Advisory Committee Members (n=8); 3) Selected staff (e.g., 3 HRAS staff supervisors select 2-3 people from each area); 4) Member jurisdictions and agencies (n=5); 5) Non-member jurisdiction and agencies (n=6); 6) Animal serving organizations in MOnterey (n=TBD; those HRAS works with on a regular basis or not). CONTRACTOR to conduct up to 2 focus groups with the following groups: 1) Volunteers; and 2) Community members. CONTRACTOR to prepare a brief summary of key takeaways on a slide deck. The focus of the environmental scan will be to understand HRAS' internal strengths and weaknesses, the external opportunities and threats/challenges, and to provide information for the Strategic Planning Team to consider as part of their SWOT analysis. CONTRACTOR'S virtual interviews and focus groups will take up to 1 hour each and will explore topics related to HRAS' internal strengths and weaknesses; external opportunities and threats/challenges.			
TASK 3: Strategic Planning Meetings Plan and facilitate 5 virtual Strategic Planning Team Meetings	CONTRACTOR to conduct all strategic planning meetings virtually.	• November 2024 - July 2025	\$23,880
Meeting #1 - Strategic Planning Team Meeting	CONTRACTOR to provide meeting agenda, and meeting highlights.	• November 2024 CONTRACTOR to review the timeline and scope of the planning process and engage the strategic planning team in a SWOT conversation focusing on identifying internal strengths and weaknesses, and external opportunities and threats/challenges. The group will also begin to identify priorities for the strategic plan. Finally, we will confirm additional key data that will be reviewed for the rapid environmental scan (Task #2).	
Meeting #2 - Strategic Planning Team Meeting	CONTRACTOR to prepare Meeting agenda and meeting highlights; criteria for prioritizing goals, strategies and outcomes; draft goals and strategies; draft outline of the HRAS Strategic Plan.	• February/March 2025 CONTRACTOR will review key takeaways from the rapid environmental scan (Task #2) with the aim of 1) continuing to build on what is already in place (and working effectively) at Animal Services, and 2) identifying considerations, challenges, and gaps that should be considered during the strategic planning process. The group will discuss criteria for prioritizing 3-5 goals, corresponding strategies, and outcomes. We will also review and prioritize draft goals and strategies. We will also present a draft outline of the strategic plan.	
Meeting #3 - Strategic Planning Team Meeting	CONTRACTOR to prepare Meeting agenda and meeting highlights; Draft goals, strategies and outcomes.	• March/April 2025 Based on the input gathered to date, the CONTRACTOR will review updated draft goals, strategies, and outcomes. CONTRACTOR will gather feedback and update the final strategic plan.	
Meeting #4 - Strategic Planning Team Meeting	CONTRACTOR to provide HRAS Strategic Plan for final review; meeting agenda and meeting highlights.	• May 2025 In this final strategic planning, CONTRACTOR will review the final 3-5-year HRAS strategic plan, confirm any final edits, and approve the plan.	
TASK 4: Finalize HRAS's Strategic Plan Final Document	CONTRACTOR to draft and Finalize HRAS Strategic Plan.	• May-June 2025 Once the elements of the strategic plan are finalized in Strategic Planning Meeting #3, CONTRACTOR will draft the Strategic Plan and distribute it to the Strategic Planning Team for final review and edits. CONTRACTOR will ask HRAS team/staff to coordinate 1 round of edits. CONTRACTOR will review the updated strategic plan in Meeting #4, make final edits if necessary, and approve the Strategic Plan. The final Strategic Plan will be compelling and visually dynamic (using visualization techniques to present information) and will include a brief introduction, a brief overview of the three to five goals, key strategies for each of the goals, timeline, and selected metrics for tracking progress over time.	\$13,360
Subtotal			\$52,730
Offices Expenses (3%)	General Office Expenses		\$2,401
GRAND TOTAL (Tasks 1-4)			\$55,131

Raimi + Associates, Inc.
 Exhibit C-4
 Amendment No. 4
 Term: 04/25/23 – 03/31/2026
 NTE: \$173,415

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, payment after completion of each major part of the AGREEMENT, payment at conclusion of the Agreement, etc.

Invoices shall be emailed directly to: 296-FinanceAS@countyofmonterey.gov
Cc: burnhamc1@countyofmonterey.gov

Invoices may be mailed to: Monterey County Health Department
Attn: Accounts Payable/ENVIRONMENTAL (HRAS)
Karla Tinajero
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.

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.

Raimi + Associates, Inc.
Exhibit C-4
Amendment No. 4
Term: 04/25/23 – 03/31/2026
NTE: \$173,415

AMENDMENT NO. 3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 3 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc., hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT No. A-16238 to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of \$67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by \$28,165 due to the extended term, for a total AGREEMENT amount not to exceed \$95,836; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by \$17,448 due to the additional services, for a total AGREEMENT amount not to exceed \$113,284; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add Exhibit C-3, Strategic Planning Process for Hitchcock Road Animal Services, and increase the total amount of the AGREEMENT by \$55,131 due to the additional services, for a total AGREEMENT amount not to exceed \$168,415.

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 \$113,284”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$168,415”.
2. **Exhibit C-3, “Scope of Services/Payment Provisions (Strategic Planning Process for Hitchcock Road Animal Services)”, shall be added to the Agreement.** All references in AMENDMENT No. 2 to Exhibit C-3 shall be construed to refer to Exhibit C.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the AGREEMENT.

Raimi + Associates, Inc.
Amendment No. 3
Term: 04/25/2023 – 03/31/2026
NTE: \$168,415

4. A copy of this AMENDMENT No. 3 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.
5. This AMENDMENT No. 3 shall be effective upon execution.

***** *Signature Page to Follow* *****

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:

Debra Wilson Debra Wilson
Contracts/Purchasing Officer
Contracts & Purchasing Officer

Dated: 10/18/2024 | 10:06 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

Patricia Ruiz Patricia Ruiz
Deputy Auditor/Controller
Auditor Controller Analyst I

Dated:
10/18/2024 | 7:40 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Stacy Saetta Stacy Saetta
Deputy County Counsel
Chief Deputy County Counsel

Dated: 10/17/2024 | 1:50 PM PDT

Director of Health Services

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:

By: Matthew D. Raimi
Signature of Chairman, President, or
Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 10/10/2024 | 5:23 PM PDT

DocuSigned by:

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

Kym Dorman COO
Printed Name and Title

Dated: 10/9/2024 | 3:30 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Raimi + Associates, Inc.
Amendment No. 3
Term: 04/25/2023 – 03/31/2026
NTE: \$168,415

EXHIBIT C-3

**To Agreement by and between
Health Department, hereinafter referred to as “COUNTY”
AND
Raimi + Associates, Inc., hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions
(Strategic Planning Process for Hitchcock Road Animal Services)**

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. CONTRACTOR shall facilitate Strategic Planning Process for Hitchcock Road Animal Services (HRAS), in alignment with the Joint Powers Authority, as detailed in the Task Table in **Section B.1**.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$168,415** 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:

*******This Section Intentionally Left Blank*******

Raimi + Associates, Inc.
Amendment No. 3
Term: 04/25/23 – 03/31/2026
NTE: \$168,415

TASK	DELIVERABLE	TIMELINE	COST
TASK 1: Project Management	CONTRACTOR shall organize a Kick-off meeting with HRAS staff to understand report structure and project schedule.	Within 10 days of agreement execution	\$7,400
Kick-off Meeting & Production Schedule			
Ongoing Project Management & Coordination			
TASK 2: Conduct Environmental Scan	CONTRACTOR shall provide brief summary of key takeaways in a slide deck.	• October 2024 through March 2025	\$9,090
Rapid Environmental Scan	CONTRACTOR to conduct a rapid environmental scan that includes identifying and reviewing key documents (e.g., Bylaws of HRAS, etc.), conducting up to 6 stakeholder interviews (e.g., with core leadership team, advisory committee members), and conducting up to 2 focus groups (e.g., with board members, volunteers, community members, additional staff.) CONTRACTOR to prepare a brief summary of key takeaways on a slide deck. The focus of the environmental scan will be to understand HRAS' internal strengths and weaknesses, the external opportunities and threats/challenges, and to provide information for the Strategic Planning Team to consider as part of their SWOT analysis. Virtual interviews and focus groups will take up to 1 hour each and will explore topics related to HRAS' internal strengths and weaknesses; external opportunities and threats/challenges. CONTRACTOR to conduct 2 of the 6 interviews in March 2025 to confirm available resources aligned with identified priorities for the strategic plan.		
TASK 3: Strategic Planning Meetings			
Plan and facilitate 5 virtual Strategic Planning Team Meetings	CONTRACTOR to conduct all strategic planning meetings virtually.	• November 2024 - July 2025	\$23,360
Meeting #2 - Strategic Planning Team Meeting	CONTRACTOR to prepare Meeting agenda and meeting highlights; criteria for prioritizing goals, strategies and outcomes.	• February 2025 CONTRACTOR will review key takeaways from the document review as part of the rapid environmental scan (Task #2) with the aim of 1) continuing to build on what is already in place (and working effectively) at HRAS, and 2) identifying CONTRACTORS' Proposal to Facilitate HRAS' Strategic Planning Process 5 considerations, challenges, and gaps that should be considered during the strategic planning process. CONTRACTOR will engage the strategic planning team in a SWOT conversation focusing on identifying internal strengths and weaknesses, and external opportunities and threats/challenges. The group will also begin to identify priorities for the strategic plan and will discuss criteria for prioritizing 3-5 goals, corresponding strategies, and outcomes.	
Meeting #3 - Strategic Planning Team Meeting	CONTRACTOR to draft goals and outcomes; meeting agenda and meeting highlights.	• April 2025 Based on the discussion in meeting #2 and input gathered to date, the group will review draft goals, strategies and outcomes and begin prioritizing goals and strategies. CONTRACTOR will gather feedback on the goals, strategies, and outcomes and will identify anything that is missing.	
Meeting #4 - Strategic Planning Team Meeting	CONTRACTOR to outline HRAS Strategic Plan; updated goals and strategies; meeting agenda and meeting highlights.	• May 2025 CONTRACTOR will review and finalize the goals and strategies based on all input to date. CONTRACTOR will present the outline of the final strategic plan. Based on the input from these meetings, CONTRACTOR will draft the strategic plan.	
Meeting #5 - Strategic Planning Team Meeting	CONTRACTOR to provide HRAS Strategic Plan for final review; meeting agenda and meeting highlights.	• June 2025 CONTRACTOR will review the final 3-5-year HRAS strategic plan, confirm any final edits, and approve the plan.	
TASK 4: Finalize HRAS's Strategic Plan			
Final Document	CONTRACTOR to draft and Finalize HRAS Strategic Plan.	• June 2025 CONTRACTOR will draft the Strategic Plan and distribute it to the Strategic Planning Team for final review and edits. CONTRACTOR will ask HRAS team/staff to coordinate 1 round of edits. CONTRACTOR will review the updated strategic plan in Meeting #5, make final edits if necessary, and approve the Strategic Plan. The final Strategic Plan will be compelling and visually dynamic (using visualization techniques to present information) and will include a brief introduction, a brief overview and purpose for each of the three to five goals, key strategies for each of the goals, timeline, and selected metrics for tracking progress over time.	\$13,640
Subtotal			\$53,490
Offices Expenses (3%)	General Office Expenses		\$1,641
GRAND TOTAL (Tasks 1-6)			\$55,131

Raimi + Associates, Inc.
 Amendment No. 3
 Term: 04/25/23 – 03/31/2026
 NTE: \$168,415

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, payment after completion of each major part of the AGREEMENT, payment at conclusion of the Agreement, etc.

Invoices shall be emailed directly to: 296-FinanceAS@countyofmonterey.gov
Cc: burnhamc1@countyofmonterey.gov

Invoices may be mailed to: Monterey County Health Department
Attn: Accounts Payable/ENVIRONMENTAL (HRAS)
Karla Tinajero
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.

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.

**AMENDMENT NO. 2 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY &
RAIMI + ASSOCIATES, INC.**

THIS AMENDMENT NO. 2 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc., hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of \$67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by \$28,165 due to the extended term, for a total AGREEMENT amount not to exceed \$95,836.

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by \$17,448 due to the additional services, for a total AGREEMENT amount not to exceed \$113,284.

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 \$95,836”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$113,284”.
2. **Exhibit B-2, “Scope of Services/Payment Provisions (Graphic Design Services)”, shall be added to the Agreement.** All references in AMENDMENT No. 2 to Exhibit B-2 shall be construed to refer to Exhibit B.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT executed by the County on May 1, 2024.
5. This AMENDMENT No. 2 shall be effective upon execution.

Raimi + Associates, Inc.
Amendment No. 2
Term: 04/25/2023 – 03/31/2026
NTE: \$113,284

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:

Debra Wilson Debra Wilson
Contracts Purchasing Officer
Contracts & Purchasing Officer

Dated: 8/20/2024 | 4:12 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

Jennifer Forsyth Jennifer Forsyth
Deputy Auditor/Controller
Auditor-Controller Analyst II

Dated:
8/20/2024 | 3:48 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Stacy Saetta Stacy Saetta
Deputy County Counsel
Chief Deputy County Counsel

Dated: 8/20/2024 | 2:35 PM PDT

Director of Health

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:

By: Matthew D. Raimi
Signature of Chair, President, or
Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 8/15/2024 | 8:54 AM PDT

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

Printed Name and Title

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.

Raimi + Associates, Inc.
Amendment No. 2
Term: 04/25/2023 – 03/31/2026
NTE: \$113,284

EXHIBIT B-2

**To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"**

**Scope of Services / Payment Provisions
(Graphic Design Services)**

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. CONTRACTOR shall provide graphic design services for the design and layout of the Monterey CHIP document with the optional task of drafting text and a heading graphic (as outlined in the **Task table in Section B.1**) for a press release when the plan is launched for the Monterey County Health Department (MCHD).

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$113,284** 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:

*****This Section Intentionally Left Blank*****

Raimi + Associates, Inc.
Amendment No. 2
Term: 04/25/23 – 03/31/2026
NTE: \$113,284

TASK	DELIVERABLE	TIMELINE	COST
TASK 1: Project Initiation & Management	CONTRACTOR shall organize a Kick-off meeting with MCHD staff to understand report structure and project schedule.	Within 10 days of agreement execution	\$2,995
Kick-off Meeting & Production Schedule Ongoing Project Management & Coordination			
TASK 2: Art Direction & Template Development	CONTRACTOR shall send out a questionnaire regarding MCHD staff's visual preferences and meet with staff to review.	<ul style="list-style-type: none"> • Questionnaire to be sent 2 working days after Kickoff Meeting. • Visual preferences meeting to happen upon MCHD staff completion of questionnaire. 	\$2,995
Questionnaire			
Preliminary Template	CONTRACTOR shall draft a preliminary template of the report for MCHD staff's input and approval.	<ul style="list-style-type: none"> • Template to be completed by CONTRACTOR within one week following questionnaire meeting and delivered to MCHD staff. • MCHD to review and provide feedback on template to be incorporated into full draft. 	
TASK 3: Prepare Full Draft	CONTRACTOR shall use the approved template and create a draft of the full document to share with MCHD staff for review. CONTRACTOR to meet with staff to review.	<ul style="list-style-type: none"> • CONTRACTOR to prepare full draft within two weeks following approval to proceed on template by MCHD staff. • CONTRACTOR to meet with MCHD staff and MCHD staff will provide input following the meeting. 	\$6,230
Full Draft Document			
TASK 4: Revise & Finalize Report	CONTRACTOR shall incorporate comments on previous draft to produce the final document. CONTRACTOR to meet with staff to review.	<ul style="list-style-type: none"> • CONTRACTOR to prepare and deliver final draft within 1 week following receipt of final resolved comments from MCHD staff. 	\$2,280
Final Document			
TASK 5: Product & Data Transfer	CONTRACTOR shall provide document data files to COUNTY via email or as requested.	<ul style="list-style-type: none"> • CONTRACTOR to provide PDF versions of document, exported word version converted from PDF, and all final working files to COUNTY within 2 working days of final document approval by MCHD staff. 	\$480
Provide PDF versions of Final Document			
Provide Exported Word Version of Final Document Provide All Final Working Files			
TASK 6: Press Release and Graphic	CONTRACTOR shall draft text for an email press release of the plan.	<ul style="list-style-type: none"> • Press release text to begin at MCHD staff discretion after finalized report is produced and to be completed within one week of assignment. 	\$1,960
Press Release Text			
Press Release Header Graphic	CONTRACTOR shall create a header graphic for an email press release of the plan.	<ul style="list-style-type: none"> • CONTRACTOR to provide press release header graphic within 4 working days of press release text completion. 	
Subtotal			\$16,940
Offices Expenses (3%)			\$508
GRAND TOTAL (Tasks 1-6)			\$17,448

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, 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 - PEP
 Miriam Mendoza-Hernandez
 1270 Natividad Road
 Salinas, CA 93906

Raimi + Associates, Inc.
 Amendment No. 2
 Term: 04/25/23 – 03/31/2026
 NTE: \$113,284

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: HernandezMY@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.

Raimi + Associates, Inc.
Amendment No. 2
Term: 04/25/23 – 03/31/2026
NTE: \$113,284

AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc., hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of \$67,671; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by \$28,165 due to the extended term, for a total AGREEMENT amount not to exceed \$95,836.

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 \$67,671”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$95,836”.
2. **Paragraph 3.0 “TERM OF AGREEMENT” shall be amended by removing** “The term of this AGREEMENT is from April 25, 2023 to March 31, 2024, unless sooner terminated pursuant to the terms of the AGREEMENT” **and replacing it with** “The term of this AGREEMENT is from April 25, 2023 to March 31, 2026 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-1 shall be construed to refer to Exhibit A.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT executed by the County on May 1, 2024.
6. This AMENDMENT No. 1 shall be effective upon execution.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:

Debra Wilson Debra Wilson

Contracts/Purchasing Officer
Contracts & Purchasing Officer

Dated: 3/26/2024 | 1:06 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

Jennifer Forsyth Jennifer Forsyth

Deputy Auditor/Controller
Auditor-Controller Analyst II

Dated:

3/19/2024 | 4:24 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Stacy Saetta Stacy Saetta

Deputy County Counsel
Chief Deputy County Counsel.

Dated: 3/19/2024 | 1:20 PM PDT

Director of Health

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:

By: Matthew D. Raimi

Signature of Chair, President, or
Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 3/15/2024 | 12:30 PM PDT

By:

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

Printed Name and Title

Dated:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT A-1

**To Agreement by and between
Health Department, hereinafter referred to as “COUNTY”
AND
Raimi + Associates, 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:

1. CONTRACTOR shall conduct data gathering process to inform development of an updated County of Monterey Health Department three-year Strategic Plan.
2. Process to include:
 - a. Environmental scan and summarization of key takeaways from various relevant documents as identified by COUNTY’s Planning Team, including but not limited to 2022 Community Health Needs Assessment, 2022 Impact Monterey County Assessment, and most recent planning processes for Health Department Bureaus.
 - b. During the term of this AGREEMENT, CONTRACTOR to meet with COUNTY’s Strategic Planning Team twelve (12) times and one (1) time with Natividad Medical Center to develop and present (to the COUNTY’s Strategic Planning Team) a draft of the updated 3-year Strategic plan and production of a final approved updated 3-year Strategic Plan.
 - c. CONTRACTOR to develop an all MCHD staff survey to gather input on the strategic plan. Survey will take approximately 15 minutes to complete. Once the survey is drafted, CONTRACTOR will work with MCHD staff to finalize the survey and distribute it among all staff. Once the survey deadline is closed, CONTRACTOR will clean the data set and analyze it. CONTRACTOR will also prepare a brief overview of survey findings.

Raimi + Associates, Inc.
Amendment No. 1
Term: 04/25/23 – 03/31/2026
NTE: \$95,836

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. Meeting agendas and notes for each meeting with Strategic Planning Team
2. Draft updated Strategic Plan with goals, strategies, and metrics, due by May 31, 2024
3. Final updated Strategic Plan (with goals, strategies, and metrics), due by June 30, 2024

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$95,836** 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:

Tasks		
1.	Project kickoff meeting and ongoing project management.	\$10,300
2.	Conduct rapid environmental scan (a. document review; b. conduct 5 stakeholder interviews; c. summary of key takeaways).	\$10,300
2.2	Develop, conduct, and analyze MCHD staff survey.	\$11,590
3.	Plan and facilitate 9 Strategic Planning Team Meetings (including meeting with Bureau Chiefs/other MCHD leaders and 1 joint meeting with Health System Group/Natividad).	\$30,400
3.2	Plan and facilitate (2) virtual meetings with MCHD staff; (1) virtual meeting with HHS Committee; (4) interviews with Board of Supervisors; (1) virtual presentation to BOS. (All meetings held via Zoom.)	\$15,720
5.	Finalize County of Monterey Health Department's Updated 3-year Strategic Plan.	\$14,700
	Total	\$93,010
6.	General office expenses (3%).	\$2,826
	Grand Total	\$95,836

Raimi + Associates, Inc.
Amendment No. 1
Term: 04/25/23 – 03/31/2026
NTE: \$95,836

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, 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 - PEP
Miriam Mendoza-Hernandez
1270 Natividad Road
Salinas, CA 93906

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: HernandezMY@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.



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 Glenn Church to:

Agreement No.: A-16238

- a. Approve and authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute an Agreement between the County of Monterey, for services at County of Monterey Health Department and Raimi + Associates, Inc. for the creation of a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, in the amount of \$67,671 for a term of April 25, 2023 through March 31, 2024; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement.

PASSED AND ADOPTED on this 25th day of April 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 April 25, 2023.

Dated: April 27, 2023
File ID: A 23-115
Agenda Item No.: 23

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

Emmanuel H. Santos, Deputy

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:

Raimi + Associates, 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: conduct a data gathering process to inform development of an updated County of Monterey Health Department three-year Strategic Plan.

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: **\$67,671**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 25, 2023 to March 31, 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:

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.

DS
MDR

Contractor

DS
DRW

County

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.

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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Contractor
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DRW
County

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

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

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.

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:
Krista Hanni, Planning, Evaluation, and Policy Manager	Kym Dorman, Project Director
Name and Title	Name and Title
1270 Natividad Rd., Salinas, CA. 93906	1900 Addison Street, Suite 200 Berkeley, CA 94704
Address	Address
831.755.4586	510.666.1010
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.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

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

CONTRACTOR

Raimi + Associates, Inc.

By: DocuSigned by: Debra R. Wilson Debra R. Wilson
787440871A0B41B...
Contracts/Purchasing Officer

By: DocuSigned by: Contractor/Business Name *
Matthew D. Raimi
4E7004AE88064E2...
(Signature of Chair, President, or Vice-President)

Date: 5/1/2023 | 2:02 PM PDT

Matthew D. Raimi President and CEO
Name and Title

By: DocuSigned by: Elsa Jimenez
C52430BA59C8A4231...
Department Head (if applicable)

Date: 3/30/2023 | 12:04 PM PDT

Date: 5/3/2023 | 12:05 PM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

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

By: DocuSigned by: Stacy Saetta Stacy Saetta
C0ECE1B99F444A9...
County Counsel
Chief Deputy County Counsel

Date: 4/4/2023 | 1:33 PM PDT

Name and Title

Approved as to Fiscal Provisions
By: DocuSigned by: Jennifer Forsyth Jennifer Forsyth
4E7E657875454AE...
Auditor/Controller
Auditor-Controller Analyst II

Date: 4/4/2023 | 2:10 PM PDT

Date: _____

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

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 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.

¹Approval by County Counsel is required
²Approval by Auditor-Controller is required
³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Raimi + Associates, Inc.
Term: 04/25/23 - 03/31/24
NTE: \$67,671

ADDENDUM NO. 1

**To Agreement by and between
County of Monterey, Health Department, Public Health Bureau,
AND
Raimi + Associates, Inc.**

This Addendum No. 1 amends and modifies the County of Monterey Standard Agreement (hereinafter “Agreement”) by and between the County of Monterey, for services at Monterey County Health Department (hereinafter “COUNTY”) and Raimi + Associates, Inc. (hereinafter “CONTRACTOR”).

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 Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, and modified to **Section 7.0 TERMINATION** as follows:

1. Agreement Paragraph 7.02 TERMINATION.

COUNTY may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good Cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If COUNTY terminates this Agreement for good cause, COUNTY may be relieved of the payment of any consideration to CONTRACTOR, and COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due the CONTRACTOR under this Agreement. The CONTRACTOR shall be given 10 working days to correct any deficiency. COUNTY may be relieved of the payment of any consideration to CONTRACTOR for the disputed portion of the work.

***** SIGNATURE PAGE TO FOLLOW *****

Raimi + Associates, Inc.
Addendum No. 2 to Standard Agreement
Term: 04/25/2023 – 03/31/2024
NTE: \$67,671
1 of 1

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – Raimi + Associates, Inc.

Approved:

DocuSigned by:
By: Matthew D. Raimi
4E7994AE83D64E2...

Matthew D. Raimi President and CEO
Name and Title

Date: 3/30/2023 | 12:04 PM PDT

Approved:

By: _____

Name and Title

Date: _____

COUNTY OF MONTEREY

Approved as to Form

DocuSigned by:
By: Stacy Saetta Stacy Saetta
C0ECE1B99F444A9...
Deputy County Counsel
Chief Deputy County Counsel.

Date: 4/4/2023 | 1:33 PM PDT

Approved:

DocuSigned by:
By: Jennifer Forsyth Jennifer Forsyth
4E7E657875454AE...
Auditor/Controller
Auditor-Controller Analyst II

Date: 4/4/2023 | 2:10 PM PDT

Approved:

DocuSigned by:
By: Elsa Jimenez
C7A39BA59CA8423...
Elsa Mendoza Jimenez/ Director of Health

Date: 5/3/2023 | 12:05 PM PDT

Approved:

DocuSigned by:
By: Debra R. Wilson Debra R. Wilson
7B741937AA0D41B...
Contracts/Purchasing

Date: 5/1/2023 | 2:02 PM PDT

Raimi + Associates, Inc.
Addendum No. 2 to Standard Agreement
Term: 04/25/2023 – 03/31/2024
NTE: \$67,671
2 of 1

EXHIBIT A

**To Agreement by and between
Health Department, hereinafter referred to as “COUNTY”
AND
Raimi + Associates, 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:

1. CONTRACTOR shall conduct data gathering process to inform development of an updated County of Monterey Health Department three-year Strategic Plan.
2. Process to include:
 - a. Environmental scan and summarization of key takeaways from various relevant documents as identified by COUNTY’s Planning Team, including but not limited to 2022 Community Health Needs Assessment, 2022 Impact Monterey County Assessment, and most recent planning processes for Health Department Bureaus.
 - b. During the term of this AGREEMENT, CONTRACTOR to meet with COUNTY’s Strategic Planning Team nine (9) times and one (1) time with Natividad Medical Center to develop and present (to the COUNTY’s Strategic Planning Team) a draft of the updated 3-year Strategic plan and production of a final approved updated 3-year Strategic Plan.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. Meeting agendas and notes for each meeting with Strategic Planning Team
2. Draft updated Strategic Plan with goals, strategies, and metrics, due by November 30, 2023
3. Final updated Strategic Plan (with goals, strategies, and metrics), due by January 31, 2024

Raimi + Associates, Inc.
Term: 04/25/23 – 03/31/24
NTE: \$67,671

B. PAYMENT PROVISIONS**B.1 COMPENSATION/ PAYMENT**

COUNTY shall pay an amount not to exceed **\$67,671** 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:

Tasks		
1.	Project kickoff meeting and ongoing project management	\$10,300
2.	Conduct rapid environmental scan (a. document review; b. conduct 5 stakeholder interviews; c. summary of key takeaways)	\$10,300
3.	Plan and facilitate 9 Strategic Planning Team Meetings (including meeting with Bureau Chiefs, other specified MCHD leaders, and 1 joint meeting with Natividad)	\$30,400
4.	Finalize County of Monterey Health Department's Updated 3-year Strategic Plan	\$14,700
5.	General office expenses (3%)	\$1,971
	Total	\$67,671

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, 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 - PEP
 Krista Hanni
 1270 Natividad Road
 Salinas, CA 93906

Raimi + Associates, Inc.
 Term: 04/25/23 – 03/31/24
 NTE: \$67,671

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: hannikd@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.



County of Monterey

Item No.23

Board Report

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

Legistar File Number: 25-720

October 14, 2025

Introduced: 10/7/2025

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

- a. Set a public hearing for October 28, 2025 at 10:00 a.m. to consider and adopt a Resolution to approve Amendment No. 1 with [Proposed] Exhibit 1 “Approved Rates and Charges” to Unified Franchise Agreement regarding proposed rates for services and adjustments to current rates for the Unified Franchise Agreement (UFA) between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey; and
- b. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to the UFA between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation., for the Exclusive Collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Set a public hearing for October 28, 2025 at 10:00 a.m. to consider and adopt a Resolution to approve Amendment No. 1 with [Proposed] Exhibit 1 “Approved Rates and Charges” to Unified Franchise Agreement regarding proposed rates for services and adjustments to current rates for the Unified Franchise Agreement between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation, for the Exclusive collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey; and
- b. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to the Unified Franchise Agreement between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation for the Exclusive Collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey.

SUMMARY:

The Director of Health Services recommends that the Board of Supervisors set a public hearing for October 28, 2025 at 10:00 a.m. Pursuant to the terms of the Unified Franchise (hereafter, “UFA” or “Agreement”), the Director of Health Services will seek authorization to execute Amendment No. 1 to said UFA between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation.

DISCUSSION:

[Proposed] Amendment No. 1 adjusts the rates of the Unified Franchise Agreement with USA Waste of California, Inc., doing business as Carmel Marina Corporation, effective January 1, 2026.

[Proposed] Amendment No. 1 is published with the Board Report for the October 14, 2025 consent

agenda (set hearing) item. Notice of Public Hearing will be published in newspapers of general circulation on or before October 18, 2025 by the Environmental Health Bureau. In addition to the County's publication of the [Proposed] Amendment No. 1 for the October 14, 2025 consent agenda item, and publication of the Notice of Public Hearing in newspapers of general circulation, this Board report, which includes the basis for the proposed provisions, will be published on the County Health Department website which meets the minimum ten (10) day publication requirement in advance of the Public Hearing on the proposed Amendment No. 1.

The Director of Health Services seeks authorization to execute Amendment No. 1 to the Unified Franchise Agreement (UFA) between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation.

Proposed rate increases for January 1, 2026, are as follows:

- 5.03 % increase for the residential customers within the jurisdiction of the Monterey Regional Waste Management District (MRWMD);
- 6.05 % increase for the residential customers within the jurisdiction of the Salinas Valley Solid Waste Authority (SVSWA);
- 5.03% increase for the commercial customers within the jurisdiction of the Monterey Regional Waste Management District (MRWMD);
- 6.05 % increase for the commercial customers within the jurisdiction of the Salinas Valley Solid Waste Authority (SVSWA).

In accordance with article 11.12, Adjustments to Service Rates, Surcharges and Fees of said UFA, the Director of Health Services requests adoption of a resolution to approve Amendment No. 1 to amend said UFA. Proposed Amendment No. 1 would amend Exhibit 1 to modify the rate adjustment effective January 1, 2026.

Consistent with essential public health service item 6) and pursuant to Title 10 - Health and Safety, Chapter 10.41 - Solid Waste Collection and Disposal, MCC Section 10.41.030 - Mandatory Collection. Subsection A. provides that, "...All solid waste shall be collected from every occupied residence, apartment, or business...at least once a week."

Further, MCC Section 10.41.030. Subsection B. Payment. provides that collection rates shall be established by the Board, as follows:

Residents... and owners of commercial and industrial businesses or the property owners of the property within the designated residential areas or the property on which such businesses are located shall pay the rates established by the Board.

While this work is not directly in support of a Health Department strategic goal, it is in support of one or more of the ten essential public health services, specifically: 6) Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Office of the County Counsel-Risk Management has reviewed and approved this Amendment No. 1 as to form.

FINANCING:

There is no General Fund Contribution resulting from this Board action. USA Waste of California, Inc., doing business as Carmel Marina Corporation will continue to remit franchise fees, calculated at ten percent (10%) of collected revenue, to the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This recommendation supports the Board of Supervisors' Strategic Plan Goals by advancing the goal of Safe and Resilient Communities through the continued implementation of essential public health and sanitation services. By adjusting service rates in accordance with the Unified Franchise Agreement and ensuring compliance with MCC Section 10.41.030, the County maintains stable, mandatory solid waste collection services that protect public health, prevent illegal dumping, and support environmental stewardship. The action aligns with Key Objectives to deliver reliable infrastructure and enhance the long-term sustainability of essential services.

Reference: Monterey County Code Title 10 - Health and Safety, Chapter 10.41 - Solid Waste Collection and Disposal, Sections 10.41.030(A) and (B); Unified Franchise Agreement, Article 11.12. Adjustments to Service Rates.

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

Prepared by: Robin Kimball, MA III, 796-1297

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report

[Proposed] Amendment No. 1

Exhibit 1 - Approved Rates and Charges

Agreement



County of Monterey

Item No.

Board Report

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

Legistar File Number: 25-720

October 14, 2025

Introduced: 10/7/2025

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

- a. Set a public hearing for October 28, 2025 at 10:00 a.m. to consider and adopt a Resolution to approve Amendment No. 1 with [Proposed] Exhibit 1 “Approved Rates and Charges” to Unified Franchise Agreement regarding proposed rates for services and adjustments to current rates for the Unified Franchise Agreement (UFA) between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey; and
- b. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to the UFA between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation., for the Exclusive Collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Set a public hearing for October 28, 2025 at 10:00 a.m. to consider and adopt a Resolution to approve Amendment No. 1 with [Proposed] Exhibit 1 “Approved Rates and Charges” to Unified Franchise Agreement regarding proposed rates for services and adjustments to current rates for the Unified Franchise Agreement between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation, for the Exclusive collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey; and
- b. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to the Unified Franchise Agreement between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation for the Exclusive Collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey.

SUMMARY:

The Director of Health Services recommends that the Board of Supervisors set a public hearing for October 28, 2025 at 10:00 a.m. Pursuant to the terms of the Unified Franchise (hereafter, “UFA” or “Agreement”), the Director of Health Services will seek authorization to execute Amendment No. 1 to said UFA between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation.

DISCUSSION:

[Proposed] Amendment No. 1 adjusts the rates of the Unified Franchise Agreement with USA Waste of California, Inc., doing business as Carmel Marina Corporation, effective January 1, 2026.

[Proposed] Amendment No. 1 is published with the Board Report for the October 14, 2025 consent

agenda (set hearing) item. Notice of Public Hearing will be published in newspapers of general circulation on or before October 18, 2025 by the Environmental Health Bureau. In addition to the County's publication of the [Proposed] Amendment No. 1 for the October 14, 2025 consent agenda item, and publication of the Notice of Public Hearing in newspapers of general circulation, this Board report, which includes the basis for the proposed provisions, will be published on the County Health Department website which meets the minimum ten (10) day publication requirement in advance of the Public Hearing on the proposed Amendment No. 1.

The Director of Health Services seeks authorization to execute Amendment No. 1 to the Unified Franchise Agreement (UFA) between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation.

Proposed rate increases for January 1, 2026, are as follows:

- 5.03 % increase for the residential customers within the jurisdiction of the Monterey Regional Waste Management District (MRWMD);
- 6.05 % increase for the residential customers within the jurisdiction of the Salinas Valley Solid Waste Authority (SVSWA);
- 5.03% increase for the commercial customers within the jurisdiction of the Monterey Regional Waste Management District (MRWMD);
- 6.05 % increase for the commercial customers within the jurisdiction of the Salinas Valley Solid Waste Authority (SVSWA).

In accordance with article 11.12, Adjustments to Service Rates, Surcharges and Fees of said UFA, the Director of Health Services requests adoption of a resolution to approve Amendment No. 1 to amend said UFA. Proposed Amendment No. 1 would amend Exhibit 1 to modify the rate adjustment effective January 1, 2026.

Consistent with essential public health service item 6) and pursuant to Title 10 - Health and Safety, Chapter 10.41 - Solid Waste Collection and Disposal, MCC Section 10.41.030 - Mandatory Collection. Subsection A. provides that, "...All solid waste shall be collected from every occupied residence, apartment, or business...at least once a week."

Further, MCC Section 10.41.030. Subsection B. Payment. provides that collection rates shall be established by the Board, as follows:

Residents... and owners of commercial and industrial businesses or the property owners of the property within the designated residential areas or the property on which such businesses are located shall pay the rates established by the Board.

While this work is not directly in support of a Health Department strategic goal, it is in support of one or more of the ten essential public health services, specifically: 6) Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Office of the County Counsel-Risk Management has reviewed and approved this Amendment No. 1 as to form.

FINANCING:

There is no General Fund Contribution resulting from this Board action. USA Waste of California, Inc., doing business as Carmel Marina Corporation will continue to remit franchise fees, calculated at ten percent (10%) of collected revenue, to the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This recommendation supports the Board of Supervisors' Strategic Plan Goals by advancing the goal of Safe and Resilient Communities through the continued implementation of essential public health and sanitation services. By adjusting service rates in accordance with the Unified Franchise Agreement and ensuring compliance with MCC Section 10.41.030, the County maintains stable, mandatory solid waste collection services that protect public health, prevent illegal dumping, and support environmental stewardship. The action aligns with Key Objectives to deliver reliable infrastructure and enhance the long-term sustainability of essential services.

Reference: Monterey County Code Title 10 - Health and Safety, Chapter 10.41 - Solid Waste Collection and Disposal, Sections 10.41.030(A) and (B); Unified Franchise Agreement, Article 11.12. Adjustments to Service Rates.

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

Prepared by: Robin Kimball, MA III, 796-1297

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report

[Proposed] Amendment No. 1

Exhibit 1 - Approved Rates and Charges

Agreement

AMENDMENT NO. 1
To
Unified Franchise Agreement
For the Exclusive Collection of Solid Waste and
Recyclables in Unincorporated Monterey Between
County of Monterey
And
USA Waste of California, Inc., dba
Carmel Marina Corporation

This **Amendment No. 1** is made to the Unified Franchise Agreement (UFA) for the exclusive collection of solid waste and recyclables in the unincorporated area of the County of Monterey dated January 1, 2025, to adjust rates per Article 2 (“Term and Scope of Franchise”), Article 11 (“Billing and Payment”), Exhibit 1 (“Approved Rates and Charges”), and Exhibit 2 (“Refuse Rate Index”); (hereafter, referred to as “Amendment No. 1”), by and between the County of Monterey (hereafter, “COUNTY”) and USA Waste of California, Inc., dba Carmel Marina Corporation (hereafter, “CONTRACTOR”) (collectively referred to as the “Parties”).

WHEREAS, the COUNTY and CONTRACTOR wish to amend the UFA via **Amendment No. 1** to Article 11 (“Billing and Payment”), Exhibit 1 (“Approved Rates and Charges”).

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the UFA in the following manner:

1. Replace Exhibit 1, Approved Rates and Charges, with Exhibit 1, Rates and Charges, effective January 1, 2026, as calculated in the attached rate tables and incorporated by this reference.
2. Except as provided herein, all remaining terms, conditions and provisions of the UFA are unchanged and unaffected by this **Amendment No. 1** and shall continue in full force and effect as set forth in the UFA.
3. The recitals to this Amendment No. 1 are hereby incorporated by this reference.

INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this **Amendment No. 1** on the last date opposite the respective signatures below.

COUNTY OF MONTEREY
a political subdivision of
the State of California

USA WASTE OF CALIFORNIA
DBA CARMEL MARINA CORP.

By: _____
Elsa Mendoza Jimenez, Director of Health Services
Date: _____

By: _____
Area Vice President
Date: _____

Approved as to Form
Office of the County Counsel
Susan K. Blich, County Counsel

By: _____
Mary Grace Perry, Deputy County Counsel
Date: _____

By: _____
Assistant Secretary and
General 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: _____

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



Monterey County West - MRWMD

Effective 1/1/2026

Residential Services

<u>Solid Waste*</u>	<u>Monthly Rate</u>	
35 Gallon Solid Waste Service	\$50.33	Also includes recycle and organics
64 Gallon Solid Waste Service	\$78.86	Also includes recycle and organics
96 Gallon Solid Waste Service	\$98.62	Also includes recycle and organics

*Solid Waste rates include one 64 or 96 gallon recycling and one 64 or 96 gallon organics cart
 Customers with 20 gallon rates transitioned to 35 gallon in 2026. Not offered to new or existing customers

<u>Additional Solid Waste Carts</u>	<u>Monthly Rate</u>	<u>Additional Recycle Carts</u>	<u>Monthly Rate</u>	<u>Additional Organics Carts</u>	<u>Monthly Rate</u>
35 Gallon Cart	\$40.23	35 Gallon Cart	\$10.07	35 Gallon Cart	\$10.07
64 Gallon Cart	\$63.08	64 Gallon Cart	\$15.77	64 Gallon Cart	\$15.77
96 Gallon Cart	\$78.86	96 Gallon Cart	\$19.72	96 Gallon Cart	\$19.72

<u>Extra Pickups (All Materials)</u>	<u>Rate</u>
35 Gallon Extra Pickup	\$37.33
64 Gallon Extra Pickup	\$58.50
96 Gallon Extra Pickup	\$73.16

<u>Residential Ancillary Services</u>	<u>Rate</u>	<u>Description</u>
Backyard Service - for standard three carts	\$37.75	1 cart each, MSW, Recycle, Organics Cart
Backyard Service - per cart if not on standard 3 carts	\$12.61	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate
Cart Exchange	\$108.41	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	\$108.41	one cart per material type at no charge per calendar year
Annual Bulky Pickup	\$0.00	One event per year, 5 items
Additional Bulky Pickups	\$129.76	In excess of once per year (up to 5 items)
Return for Inaccessible Containers	\$86.87	per occurrence if more than 2 times per calendar year
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded
Convenience fee for residential	\$1.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Commercial Services

Solid Waste Cart Services

	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
First 35 Gallon Solid Waste Cart	\$37.29	\$74.58	\$111.87	\$149.16	\$186.45	\$223.74
First 64 Gallon Solid Waste Cart	\$58.03	\$116.06	\$174.09	\$232.12	\$290.15	\$348.18
First 96 Gallon Solid Waste Cart	\$71.85	\$143.70	\$215.55	\$287.40	\$359.25	\$431.10
Additional 35 Gallon Solid Waste Cart	\$29.83	\$59.66	\$89.49	\$119.32	\$149.15	\$178.98
Additional 64 Gallon Solid Waste Cart	\$46.42	\$92.84	\$139.26	\$185.68	\$232.10	\$278.52
Additional 96 Gallon Solid Waste Cart	\$57.46	\$114.92	\$172.38	\$229.84	\$287.30	\$344.76

Solid Waste Bin Services

	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Bin	\$136.26	\$272.52	\$408.78	\$545.04	\$681.30	\$817.56
1.5 Yard Solid Waste Bin	\$180.93	\$361.86	\$542.79	\$723.72	\$904.65	\$1,085.58
2 Yard Solid Waste Bin	\$209.83	\$419.66	\$629.49	\$839.32	\$1,049.15	\$1,258.98
3 Yard Solid Waste Bin	\$314.75	\$629.50	\$944.25	\$1,259.00	\$1,573.75	\$1,888.50
4 Yard Solid Waste Bin	\$403.38	\$806.76	\$1,210.14	\$1,613.52	\$2,016.90	\$2,420.28
6 Yard Solid Waste Bin	\$580.49	\$1,160.98	\$1,741.47	\$2,321.96	\$2,902.45	\$3,482.94
8 Yard Solid Waste Bin	\$741.29	\$1,482.58	\$2,223.87	\$2,965.16	\$3,706.45	\$4,447.74

Solid Waste Compactor Services - Customer Owned

	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Compactor	\$272.51	\$545.02	\$817.53	\$1,090.04	\$1,362.55	\$1,635.06
2 Yard Solid Waste Compactor	\$419.67	\$839.34	\$1,259.01	\$1,678.68	\$2,098.35	\$2,518.02
3 Yard Solid Waste Compactor	\$629.50	\$1,259.00	\$1,888.50	\$2,518.00	\$3,147.50	\$3,777.00
4 Yard Solid Waste Compactor	\$806.75	\$1,613.50	\$2,420.25	\$3,227.00	\$4,033.75	\$4,840.50
5 Yard Solid Waste Compactor	\$983.87	\$1,967.74	\$2,951.61	\$3,935.48	\$4,919.35	\$5,903.22
6 Yard Solid Waste Compactor	\$1,160.98	\$2,321.96	\$3,482.94	\$4,643.92	\$5,804.90	\$6,965.88
7 Yard Solid Waste Compactor	\$1,321.79	\$2,643.58	\$3,965.37	\$5,287.16	\$6,608.95	\$7,930.74
8 Yard Solid Waste Compactor	\$1,482.58	\$2,965.16	\$4,447.74	\$5,930.32	\$7,412.90	\$8,895.48

Recycle Cart Services

	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
First 35 Gallon Recycle Cart	\$33.56	\$67.12	\$100.68	\$134.24	\$167.80	\$201.36
First 64 Gallon Recycle Cart	\$52.23	\$104.46	\$156.69	\$208.92	\$261.15	\$313.38
First 96 Gallon Recycle Cart	\$64.66	\$129.32	\$193.98	\$258.64	\$323.30	\$387.96
Additional 35 Gallon Recycle Cart	\$26.64	\$53.28	\$79.92	\$106.56	\$133.20	\$159.84
Additional 64 Gallon Recycle Cart	\$41.47	\$82.94	\$124.41	\$165.88	\$207.35	\$248.82
Additional 96 Gallon Recycle Cart	\$51.33	\$102.66	\$153.99	\$205.32	\$256.65	\$307.98

Recycle Bin Services

	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Bin	\$122.63	\$245.26	\$367.89	\$490.52	\$613.15	\$735.78
1.5 Yard Recycle Bin	\$162.84	\$325.68	\$488.52	\$651.36	\$814.20	\$977.04
2 Yard Recycle Bin	\$188.86	\$377.72	\$566.58	\$755.44	\$944.30	\$1,133.16
3 Yard Recycle Bin	\$283.27	\$566.54	\$849.81	\$1,133.08	\$1,416.35	\$1,699.62
4 Yard Recycle Bin	\$363.04	\$726.08	\$1,089.12	\$1,452.16	\$1,815.20	\$2,178.24
6 Yard Recycle Bin	\$522.44	\$1,044.88	\$1,567.32	\$2,089.76	\$2,612.20	\$3,134.64
8 Yard Recycle Bin	\$667.16	\$1,334.32	\$2,001.48	\$2,668.64	\$3,335.80	\$4,002.96

Recycle Compactor Bin Services - Customer Owned

	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Compactor Bin	\$245.26	\$490.52	\$735.78	\$981.04	\$1,226.30	\$1,471.56
2 Yard Recycle Compactor Bin	\$377.70	\$755.40	\$1,133.10	\$1,510.80	\$1,888.50	\$2,266.20
3 Yard Recycle Compactor Bin	\$566.55	\$1,133.10	\$1,699.65	\$2,266.20	\$2,832.75	\$3,399.30
4 Yard Recycle Compactor Bin	\$726.07	\$1,452.14	\$2,178.21	\$2,904.28	\$3,630.35	\$4,356.42
5 Yard Recycle Compactor Bin	\$885.49	\$1,770.98	\$2,656.47	\$3,541.96	\$4,427.45	\$5,312.94
6 Yard Recycle Compactor Bin	\$1,044.88	\$2,089.76	\$3,134.64	\$4,179.52	\$5,224.40	\$6,269.28
7 Yard Recycle Compactor Bin	\$1,189.60	\$2,379.20	\$3,568.80	\$4,758.40	\$5,948.00	\$7,137.60
8 Yard Recycle Compactor Bin	\$1,334.32	\$2,668.64	\$4,002.96	\$5,337.28	\$6,671.60	\$8,005.92

<u>Yard Waste Cart Services</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>
First 64 Gallon Yard Waste Cart	\$63.51	\$127.02	\$190.53
First 96 Gallon Yard Waste Cart	\$73.36	\$146.72	\$220.08
Additional 64 Gallon Yard Waste Cart	\$52.69	\$105.38	\$158.07
Additional 96 Gallon Yard Waste Cart	\$62.55	\$125.10	\$187.65

<u>Food Waste Services</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>
First 64 Gallon Food Waste Cart	\$63.51	\$127.02	\$190.53
Additional 64 Gallon Food Waste Cart	\$52.69	\$105.38	\$158.07
2 Yard Food Waste Bin	\$299.77	\$599.54	\$899.31
2 Yard Food Waste Compactor	\$599.52	\$1,199.04	\$1,798.56

<u>Extra Pickups (All Materials)</u>	
35 Gallon Extra Pickup	\$39.50
64 Gallon Extra Pickup	\$61.50
96 Gallon Extra Pickup	\$76.13
1 Yard Extra Pickup	\$97.32
1.5 Yard Extra Pickup	\$129.24
2 Yard Extra Pickup	\$149.88
3 Yard Extra Pickup	\$224.82
4 Yard Extra Pickup	\$288.13
6 Yard Extra Pickup	\$414.64
8 Yard Extra Pickup	\$529.49

<u>Commercial Instabins*</u>	
1 Cubic Yard Instabin	\$180.07
2 Cubic Yard Instabin	\$272.69
3 Cubic Yard Instabin	\$409.01
4 Cubic Yard Instabin	\$522.55
6 Cubic Yard Instabin	\$749.63
8 Cubic Yard Instabin	\$953.93

*One time use or special events only. Not to be used for regular or permanent customers.

<u>Commercial Ancillary Services</u>	<u>Rate</u>	<u>Description</u>
Cart Roll Out Service	\$12.61	per cart
Difficult to Service Cart Customers	150%	of Monthly Rate
Cart Cleaning Fee	\$140.76	per cart per occurrence
Cart Exchange	\$140.76	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$140.76	one cart per material type at no charge per calendar year
Multi Family Annual Bulky Pickup	\$0.00	Once per year for all units (2 items per unit. Must be scheduled by manager/account holder)
Multi Family Annual Bulky - Excess Items	\$27.03	Per item in excess of what is included in annual bulky pickup
Multi Family Additional Bulky Pickup - trip charge	\$98.70	In excess of once per year pickup (Must be scheduled by manager/account holder)
Multi Family Additional Bulky Pickup - per item charge	\$27.03	Per item
Return for Inaccessible Containers	\$98.79	per occurrence if more than 2 times per calendar year
Lock charge per enclosure	\$49.37	per month per enclosure
Lock charge per container	\$19.77	per month per container
Reactivation Fee	\$49.37	after County approved service suspension
Bin Push Rate: 1-25 ft	\$49.16	
Bin Push Rate: 26-49 ft	\$98.29	
Bin Push Rate: 50-75 ft	\$147.46	
Bin Push Rate: 76-100 ft	\$196.66	
Bin Push Rate: 101-125 ft	\$245.80	
Bin Push Rate: 126+ ft	\$294.93	
Bin Cleaning Fee	\$221.19	per bin per occurrence
Bin Exchange	\$147.46	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$884.81	one bin per material type at no charge per calendar year
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded
Convenience fee for commercial accounts	\$9.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Roll Off Services

Open Top Roll Off Boxes*

Haul Rate for 7-10 Yard Bin	\$544.87
Haul Rate for 11-20 Yard Bin	\$653.83
Haul Rate for 21-30 Yard Bin	\$806.38
Haul Rate for 31-40 Yard Bin	\$980.76
Haul Rate for 41-50 Yard Bin	\$1,157.10

Compactor Boxes*

Haul Rate for 7-10	\$681.07
Haul Rate for 11-15	\$749.17
Haul Rate for 16-20	\$817.29
Haul Rate for 21-30	\$1,007.98
Haul Rate for 31-40	\$1,225.98
Haul Rate for 41-50	\$1,443.88

***Roll Off Hauls with Special Handling Charge - Any waste requiring special handling or immediate burial, including loose debris, confidential documents. Additional fees may apply."**

***Note: All Bin, compacted box and non-compacted box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.**

Disposal Site & Material Type

Marina LF MSW	\$90.00	Per Ton
Marina LF C&D	\$90.00	Per Ton
Marina LF Recycle	\$45.56	Per Ton
Marina LF Green	\$54.44	Per Ton
Marina LF Food/Cannabis	\$76.67	Per Ton
Marina LF Mix Green Food	N/A	Not Available
Marina LF White Goods (w/Freon)	\$22.22	Each
Marina LF Wood	\$54.44	Per Ton
Marina LF Inert - Concrete	\$14.44	Per Ton
Marina LF Inert- Asphalt	\$2.22	Per Ton
Marina LF Inert - Dirt	\$1.11	Per Ton

Roll Off Ancillary Services

	Rate	Description
Relocation	\$196.66	RO Box relocated at customers current site - per occurrence
Dry Run	\$294.93	trip charge, no haul - per occurrence
Stand By per hour	\$393.24	per hour
Stand By per day - 6 hour maximum	\$2,359.56	per day - 6 hour maximum
Reactivation Fee	\$49.16	after County approved service suspension
Demurrage Per Day	\$19.44	temporary rental, after five (5) days, not including delivery and removal days
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

Emergency Rates

Employee	Hourly Rate
Driver	\$298.89
Supervisor	\$348.70
Helper	\$199.23

Equipment Type	Hourly Rate
Side Loader - Autocar	\$298.89
Commercial Front End Loader - Autocar	\$348.70
Rear End Loader - Autocar	\$298.89
Roll Off - Autocar	\$298.89
Flat Bed Truck - Autocar	\$149.43

Collection Vehicle Travel Charge per Mile	\$13.97
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Monterey County East - SVSWA

Effective 1/1/2026

Residential Services

<u>Solid Waste*</u>	<u>Monthly Rate</u>	
35 Gallon Solid Waste Service	\$51.12	Also includes recycle and organics
64 Gallon Solid Waste Service	\$80.17	Also includes recycle and organics
96 Gallon Solid Waste Service	\$100.21	Also includes recycle and organics

*Solid Waste rates include one 64 or 96 gallon recycling and one 64 or 96 gallon organics cart
 Customers with 20 gallon rates transitioned to 35 gallon in 2026. Not offered to new or existing customers

<u>Additional Solid Waste Carts</u>	<u>Monthly Rate</u>	<u>Additional Recycle Carts</u>	<u>Monthly Rate</u>	<u>Additional Organics Carts</u>	<u>Monthly Rate</u>
35 Gallon Cart	\$40.87	35 Gallon Cart	\$10.22	35 Gallon Cart	\$10.22
64 Gallon Cart	\$64.13	64 Gallon Cart	\$16.03	64 Gallon Cart	\$16.03
96 Gallon Cart	\$80.17	96 Gallon Cart	\$20.04	96 Gallon Cart	\$20.04

<u>Extra Pickups (All Materials)</u>	<u>Rate</u>
35 Gallon Extra Pickup	\$38.35
64 Gallon Extra Pickup	\$60.13
96 Gallon Extra Pickup	\$75.16

<u>Residential Ancillary Services</u>	<u>Rate</u>	<u>Description</u>
Backyard Service - for standard three carts	\$38.36	1 cart each, MSW, Recycle, Organics Cart
Backyard Service - per cart if not on standard 3 carts	\$12.80	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate
Cart Exchange	\$142.93	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	\$142.93	one cart per material type at no charge per calendar year
Annual Bulky Pickup	\$0.00	One event per year, 5 items
Additional Bulky Pickups	\$129.76	In excess of once per year (up to 5 items)
Return for Inaccessible Containers	\$100.30	per occurrence if more than 2 times per calendar year
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded
Convenience fee for residential	\$1.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Commercial Services

Solid Waste Cart Services

	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
First 35 Gallon Solid Waste Cart	\$37.90	\$75.80	\$113.70	\$151.60	\$189.50	\$227.40
First 64 Gallon Solid Waste Cart	\$58.96	\$117.92	\$176.88	\$235.84	\$294.80	\$353.76
First 96 Gallon Solid Waste Cart	\$73.01	\$146.02	\$219.03	\$292.04	\$365.05	\$438.06
Additional 35 Gallon Solid Waste Cart	\$30.31	\$60.62	\$90.93	\$121.24	\$151.55	\$181.86
Additional 64 Gallon Solid Waste Cart	\$47.18	\$94.36	\$141.54	\$188.72	\$235.90	\$283.08
Additional 96 Gallon Solid Waste Cart	\$58.40	\$116.80	\$175.20	\$233.60	\$292.00	\$350.40

Solid Waste Bin Services

	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Bin	\$203.67	\$407.34	\$611.01	\$814.68	\$1,018.35	\$1,222.02
1.5 Yard Solid Waste Bin	\$274.97	\$549.94	\$824.91	\$1,099.88	\$1,374.85	\$1,649.82
2 Yard Solid Waste Bin	\$325.90	\$651.80	\$977.70	\$1,303.60	\$1,629.50	\$1,955.40
3 Yard Solid Waste Bin	\$470.50	\$941.00	\$1,411.50	\$1,882.00	\$2,352.50	\$2,823.00
4 Yard Solid Waste Bin	\$602.94	\$1,205.88	\$1,808.82	\$2,411.76	\$3,014.70	\$3,617.64
6 Yard Solid Waste Bin	\$867.71	\$1,735.42	\$2,603.13	\$3,470.84	\$4,338.55	\$5,206.26
8 Yard Solid Waste Bin	\$1,107.92	\$2,215.84	\$3,323.76	\$4,431.68	\$5,539.60	\$6,647.52

Solid Waste Compactor Services - Customer Owned

	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Compactor	\$407.35	\$814.70	\$1,222.05	\$1,629.40	\$2,036.75	\$2,444.10
2 Yard Solid Waste Compactor	\$651.79	\$1,303.58	\$1,955.37	\$2,607.16	\$3,258.95	\$3,910.74
3 Yard Solid Waste Compactor	\$940.99	\$1,881.98	\$2,822.97	\$3,763.96	\$4,704.95	\$5,645.94
4 Yard Solid Waste Compactor	\$1,205.86	\$2,411.72	\$3,617.58	\$4,823.44	\$6,029.30	\$7,235.16
5 Yard Solid Waste Compactor	\$1,470.65	\$2,941.30	\$4,411.95	\$5,882.60	\$7,353.25	\$8,823.90
6 Yard Solid Waste Compactor	\$1,735.43	\$3,470.86	\$5,206.29	\$6,941.72	\$8,677.15	\$10,412.58
7 Yard Solid Waste Compactor	\$1,975.63	\$3,951.26	\$5,926.89	\$7,902.52	\$9,878.15	\$11,853.78
8 Yard Solid Waste Compactor	\$2,215.83	\$4,431.66	\$6,647.49	\$8,863.32	\$11,079.15	\$13,294.98

Recycle Cart Services

	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
First 35 Gallon Recycle Cart	\$34.10	\$68.20	\$102.30	\$136.40	\$170.50	\$204.60
First 64 Gallon Recycle Cart	\$53.07	\$106.14	\$159.21	\$212.28	\$265.35	\$318.42
First 96 Gallon Recycle Cart	\$65.71	\$131.42	\$197.13	\$262.84	\$328.55	\$394.26
Additional 35 Gallon Recycle Cart	\$27.06	\$54.12	\$81.18	\$108.24	\$135.30	\$162.36
Additional 64 Gallon Recycle Cart	\$42.09	\$84.18	\$126.27	\$168.36	\$210.45	\$252.54
Additional 96 Gallon Recycle Cart	\$52.16	\$104.32	\$156.48	\$208.64	\$260.80	\$312.96

Recycle Bin Services

	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Bin	\$183.31	\$366.62	\$549.93	\$733.24	\$916.55	\$1,099.86
1.5 Yard Recycle Bin	\$247.48	\$494.96	\$742.44	\$989.92	\$1,237.40	\$1,484.88
2 Yard Recycle Bin	\$293.30	\$586.60	\$879.90	\$1,173.20	\$1,466.50	\$1,759.80
3 Yard Recycle Bin	\$423.45	\$846.90	\$1,270.35	\$1,693.80	\$2,117.25	\$2,540.70
4 Yard Recycle Bin	\$542.63	\$1,085.26	\$1,627.89	\$2,170.52	\$2,713.15	\$3,255.78
6 Yard Recycle Bin	\$780.94	\$1,561.88	\$2,342.82	\$3,123.76	\$3,904.70	\$4,685.64
8 Yard Recycle Bin	\$997.12	\$1,994.24	\$2,991.36	\$3,988.48	\$4,985.60	\$5,982.72

Recycle Compactor Bin Services - Customer Owned

	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Compactor Bin	\$366.62	\$733.24	\$1,099.86	\$1,466.48	\$1,833.10	\$2,199.72
2 Yard Recycle Compactor Bin	\$586.60	\$1,173.20	\$1,759.80	\$2,346.40	\$2,933.00	\$3,519.60
3 Yard Recycle Compactor Bin	\$846.90	\$1,693.80	\$2,540.70	\$3,387.60	\$4,234.50	\$5,081.40
4 Yard Recycle Compactor Bin	\$1,085.28	\$2,170.56	\$3,255.84	\$4,341.12	\$5,426.40	\$6,511.68
5 Yard Recycle Compactor Bin	\$1,323.58	\$2,647.16	\$3,970.74	\$5,294.32	\$6,617.90	\$7,941.48
6 Yard Recycle Compactor Bin	\$1,561.88	\$3,123.76	\$4,685.64	\$6,247.52	\$7,809.40	\$9,371.28
7 Yard Recycle Compactor Bin	\$1,778.06	\$3,556.12	\$5,334.18	\$7,112.24	\$8,890.30	\$10,668.36
8 Yard Recycle Compactor Bin	\$1,994.25	\$3,988.50	\$5,982.75	\$7,977.00	\$9,971.25	\$11,965.50

Organics - Food and Yard Waste	1xWeek	2xWeek	3xWeek
First 64 Gallon Food and Yard Waste Cart	\$60.81	\$121.62	\$182.43
Additional 64 Gallon Food and Yard Waste Cart	\$49.99	\$99.98	\$149.97
2 Yard Food Waste Bin	\$465.56	\$931.12	\$1,396.68
2 Yard Food Waste Compactor - Customer owned	\$931.06	\$1,862.12	\$2,793.18

Yard Waste Only Services	1xWeek	2xWeek	3xWeek
First 96 Gallon Yard Waste Cart	\$70.88	\$141.76	\$212.64
Additional 96 Gallon Yard Waste Only Carts	\$59.97	\$119.94	\$179.91

Extra Pickups (All Materials)

35 Gallon Extra Pickup	\$40.60
64 Gallon Extra Pickup	\$63.18
96 Gallon Extra Pickup	\$78.22
1 Yard Extra Pickup	\$145.48
1.5 Yard Extra Pickup	\$196.41
2 Yard Extra Pickup	\$232.78
3 Yard Extra Pickup	\$336.07
4 Yard Extra Pickup	\$430.67
6 Yard Extra Pickup	\$619.79
8 Yard Extra Pickup	\$791.36

Commercial Instabins*

1 Cubic Yard Instabin	\$181.81
2 Cubic Yard Instabin	\$275.33
3 Cubic Yard Instabin	\$412.96
4 Cubic Yard Instabin	\$527.60
6 Cubic Yard Instabin	\$756.88
8 Cubic Yard Instabin	\$963.15

*One time use or special events only. Not to be used for regular or permanent customers.

Commercial Ancillary Services	Rate	Description
Cart Roll Out Service	\$12.80	per cart
Difficult to Service Cart Customers	150%	of Monthly Rate
Cart Cleaning Fee	\$143.02	per cart per occurrence
Cart Exchange	\$135.69	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$135.69	one cart per material type at no charge per calendar year
Multi Family Annual Bulky Pickup	\$0.00	Once per year for all units (2 items per unit. Must be scheduled by manager/account holder)
Multi Family Annual Bulky - Excess Items	\$27.30	Per item in excess of what is included in annual bulky pickup
Multi Family Additional Bulky Pickup - trip charge	\$95.22	In excess of once per year pickup (Must be scheduled by manager/account holder)
Multi Family Additional Bulky Pickup - per item charge	\$27.30	Per item
Return for Inaccessible Containers	\$95.22	per occurrence if more than 2 times per calendar year
Lock charge per enclosure	\$47.58	per month per enclosure
Lock charge per container	\$19.07	per month per container
Reactivation Fee	\$47.58	after County approved service suspension
Bin Push Rate: 1-25 ft	\$50.39	
Bin Push Rate: 26-49 ft	\$100.80	
Bin Push Rate: 50-75 ft	\$151.22	
Bin Push Rate: 76-100 ft	\$201.59	
Bin Push Rate: 101-125 ft	\$252.02	
Bin Push Rate: 126+ ft	\$302.40	
Bin Cleaning Fee	\$226.82	per bin per occurrence
Bin Exchange	\$151.22	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$907.21	one bin per material type at no charge per calendar year
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded
Convenience fee for commercial accounts	\$9.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Roll Off Services

Open Top Roll Off Boxes*

Haul Rate for 7-10 Yard Bin	\$534.01
Haul Rate for 11-20 Yard Bin	\$640.80
Haul Rate for 21-30 Yard Bin	\$790.32
Haul Rate for 31-40 Yard Bin	\$961.18
Haul Rate for 41-50 Yard Bin	\$1,134.01

Compactor Boxes*

Haul Rate for 7-10	\$667.49
Haul Rate for 11-15	\$734.27
Haul Rate for 16-20	\$800.98
Haul Rate for 21-30	\$987.90
Haul Rate for 31-40	\$1,201.52
Haul Rate for 41-50	\$1,415.09

***Roll Off Hauls with Special Handling Charge - Materials requiring special handling by SVSWA staff may be charged the Solid Waste Tipping Fee + 50%. Certified burials, fumigation or mulch plastic/drip tape, nonfriable asbestos (up to 1 cubic yard w/o pre-approval, wetted and double bagged), and remediated soil handling may have this fee assessed.**

***Note: All Bin, compacted box and non-compacted box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.**

Disposal Site & Material Type

Johnson Canyon LF MSW	\$74.44	Per Ton
Johnson Canyon LF Mixed C&D	\$74.44	Per Ton
Marina LF Recycle	\$45.56	Per Ton
Johnson Canyon LF Organics	\$68.06	Per Ton
Johnson Canyon LF White Goods (w/Freon)	\$16.67	Each
Johnson Canyon LF Wood	\$74.44	Per Ton
Johnson Canyon LF Inert - Concrete	\$13.33	Per Ton
Johnson Canyon LF Inert- Asphalt	\$1.11	Per Ton
Johnson Canyon LF Inert - Dirt	\$74.44	Per Ton

Roll Off Ancillary Services

	Rate	Description
Relocation	\$302.40	RO Box relocated at customers current site - per occurrence
Dry Run	\$403.23	trip charge, no haul - per occurrence
Stand By per hour	\$201.59	per hour
Stand By per day - 6 hour maximum	\$2,419.30	per day - 6 hour maximum
Reactivation Fee	\$19.40	after County approved service suspension
Demurrage Per Day	\$31.57	temporary rental, after five (5) days, not including delivery and removal days
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

Emergency Rates

Employee

	Hourly Rate
Driver	\$298.89
Supervisor	\$348.70
Helper	\$199.23

Equipment Type

	Hourly Rate
Side Loader - Autocar	\$298.89
Commercial Front End Loader - Autocar	\$348.70
Rear End Loader - Autocar	\$298.89
Roll Off - Autocar	\$298.89
Flat Bed Truck - Autocar	\$149.43
Collection Vehicle Travel Charge per Mile	\$13.97

UNIFIED FRANCHISE AGREEMENT
FOR THE
EXCLUSIVE COLLECTION OF SOLID WASTE, RECYCLABLES AND
ORGANIC WASTE IN UNINCORPORATED MONTEREY COUNTY

BETWEEN
COUNTY OF MONTEREY

AND

USA Waste of California, Inc. DBA Carmel Marina Corporation



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THIS UNIFIED FRANCHISE AGREEMENT ("Agreement") is made and entered into as of the last date opposite the respective signatures by and between the County of Monterey, a political subdivision of the State of California ("COUNTY"), and USA Waste of California, Inc. ("CONTRACTOR"), (hereafter collectively referred to as "the parties").

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code Section 40000, et seq.) has established a solid waste management process which requires local agencies to implement source reduction, reuse and recycling as integrated waste management practices; and

WHEREAS, the State of California has found and declared that the amount of waste materials generated in California, coupled with diminishing disposal capacity, interest in minimizing potential environmental impacts from landfills, and the need to conserve natural resources have created an urgent need for state and local agencies to enact and implement an aggressive integrated waste management program. The State has through the enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State Agency, and all local agencies to promote a reduction in landfill disposal, maximize the use of waste reduction, re-use, recycling, and composting options in order to reduce the amount of material that must be disposed; and

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities to support achievement of state-wide organic waste disposal reduction targets; and

WHEREAS, pursuant to California Public Resources Code Section 40059, the County has determined that the public health, safety and well-being require that an exclusive franchise agreement for solid waste, recyclables, and organic waste collection services be awarded to a qualified company for the collection and subsequent transfer, transportation, recycling, processing and/or disposal of certain solid waste, recyclables, and organic waste; and

WHEREAS, CONTRACTOR has demonstrated to the COUNTY that it has the experience, responsibility, and qualifications to conduct the services detailed herein for the collection, safe transportation and processing or disposal of materials as described herein; and

WHEREAS, CONTRACTOR desires to engage in the business of collecting certain solid waste, recyclables, and organic waste; and

WHEREAS, COUNTY wishes to utilize the CONTRACTOR's services to offer solid waste, recyclables, and organic waste collection services to Single Family Dwellings, Multi-Family Dwellings and Commercial premises. COUNTY therefore grants CONTRACTOR the franchise described herein on the terms and conditions established hereby.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and consideration contained herein, COUNTY and CONTRACTOR hereby agree as hereinafter set forth:

1. **DEFINITIONS.**

For the purpose of this Unified Franchise Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

- 1.1. **AB 341.** The Mandatory Commercial Recycling Law, signed into law January 2012 and as defined now and into the future under Division 30 of the Public Resources Code, requiring businesses and multi-family facilities of a certain size waste stream to conduct Recycling onsite through subscribed services or Self-Hauling to achieve an increase in Diversion from landfilling and reduce greenhouse gases.
- 1.2. **AB 876.** The Assembly Bill approved by the Governor of the State of California on October 8, 2015, which added Section 41821.4 to the Public Resources Code, relating to Solid Waste as amended, supplemented, superseded, and replaced from time to time.
- 1.3. **AB 901.** The Assembly Bill approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 and added Section 41821.6, 41821.7 and 41821.8 to the Public Resources Code relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.
- 1.4. **AB 939.** The California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.), as it may be amended from time to time.
- 1.5. **AB 1594.** The Assembly Bill approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.
- 1.6. **AB 1826.** The Mandatory Commercial Organics Recycling Law, signed into law October 2014 and as defined now and in the future under Division 30 of the Public Resources Code, requiring businesses of a certain size waste stream and waste profile to Recycle their Organic Wastes.
- 1.7. **Agreement.** The written document and all amendments thereto between COUNTY and CONTRACTOR governing the provision of Collection Services as provided herein, including all exhibits hereto, as it may be amended from time to time.
- 1.8. **Agreement Year.** A twelve-month period beginning on January 1 and ending on December 31.
- 1.9. **Alternative Daily Cover (ADC).** Disposal Facility cover material, at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control vectors, fires, odor, blowing litter and scavenging, as defined in Title 27, Section 20164 of the California Code of Regulations.
- 1.10. **Applicable Law.** Any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.
- 1.11. **Bin.** A metal or plastic container, with volumetric capacity of one (1) to eight (8) cubic

yards, featuring a hinged lid(s) and wheels (where appropriate) that is serviced by a front-end loading collection vehicle; “Bins” may also include compactors attached to increase capacity. Bins are sometimes also known as dumpsters.

- 1.12. **Board.** The Board of Supervisors of Monterey County.
- 1.13. **Bulky Items.** Discarded materials, such as large and small household appliances (including refrigerators), furniture, carpets, mattresses, White Goods, clothing, and oversized Green Waste such as tree trimmings and large branches, bagged Solid Waste, and similar large items which can be handled by two (2) people; or some combination of such items in a Container the dimensions of which Container does not exceed four feet by four feet by two feet (4’x4’x2’) and weighing no more than seventy-five (75) pounds, which are attributed to the normal activities of a Customer. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. Bulky Items do not include items herein defined as Unacceptable Waste or Construction and Demolition Debris.
- 1.14. **Calendar Year.** A period of twelve (12) months beginning January 1st and ending December 31st.
- 1.15. **Cart.** A heavy plastic receptacle with a rated capacity of at least twenty (20) gallons and not more than ninety-six (96) gallons, having a hinged tight-fitting lid, and two (2) wheels, that is approved by COUNTY and is colored and labeled as designated by COUNTY.
- 1.16. **Change in Law.** The adoption, promulgation, or modification of any Applicable Law occurring after the effective date of this Agreement.
- 1.17. **Collect/Collection.** To pick up, transport, and remove Solid Waste, Recyclables, Organic Waste, Food Waste, Christmas trees, Bulky Items, E-Waste, CED's, Universal Waste, Used Oil and Used Oil Filters, and/or Construction and Demolition Debris.
- 1.18. **Collection Services.** SFD Collection Services, MFD Collection Services and Commercial Collection Services.
- 1.19. **Commercial.** A business establishment and/or industrial facility including, but not limited to, governmental, specifically including COUNTY, religious, and educational facilities.
- 1.20. **Commercial Collection Services.** Commercial Solid Waste Collection Service, Commercial Recyclables Collection Service, and Commercial Organic Waste Collection Service.
- 1.21. **Commercial Customer.** Any Commercial entity utilizing a Container for the set out and accumulation of Solid Waste.
- 1.22. **Commercial Edible Food Generators** includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified in 14 CCR Section 18982(a)(7).
- 1.23. **Commercial Organic Waste Collection Service.** The Collection of Organic Waste from Commercial Customers in the Service Area, delivery of the Organic Waste to an Organic Waste Processing Facility, and the processing and marketing of the Organic Waste.
- 1.24. **Commercial Recyclables Collection Service.** The Collection of Recyclables from Commercial Customers in the Service Area, the delivery of the Recyclables to a

- Recyclables Processing Facility, and the processing and marketing of the Recyclables.
- 1.25. **Commercial Solid Waste Collection Service.** Collection of Solid Waste from Commercial Customers in the Service Area and delivery of the Solid Waste to the Disposal Facility.
 - 1.26. **Compactor.** A machine or device designed to compress, reduce, and compact a variety of materials through hydraulic, mechanical, or pneumatic force.
 - 1.27. **Compost.** The product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. "Compost" includes vegetable, yard, and wood wastes which are not hazardous waste.
 - 1.28. **Composting.** The controlled or uncontrolled biological decomposition of organic wastes.
 - 1.29. **Construction and Demolition Debris (C&D).** Used or discarded materials removed from premises during construction or renovation of a structure resulting from construction, remodeling, repair or demolition operations on any house, or residential property, commercial building, pavement, or other structure. Construction and Demolition Debris includes rocks, soils, tree remains and other Green Waste which results from land clearing or land development operations in preparation for construction. Construction and Demolition Debris is normally Collected in a Roll-Off Container.
 - 1.30. **Consumer Electronic Device or CED.** Discarded electronic devices that the California Department of Toxic Substances Control (DTSC) has determined to be a covered electronic device. CEDs include cathode ray tube (CRT) devices (including televisions and computer monitors); LCD desktop monitors; laptop computers with LCD displays; LCD televisions; plasma televisions; portable DVD players with LCD screens; and other electronic devices as may be added by the DTSC from time to time.
 - 1.31. **Container.** Carts, Bins or Roll-Off Containers used for Collection of Solid Waste, Recyclables, or Organic Waste.
 - 1.32. **Contamination.** (a) Material placed in a Recyclables Container other than Recyclables in quantities greater than 10%, as observed and documented by CONTRACTOR personnel, (b) Material placed in an Organic Waste Container other than Organic Waste in quantities greater than 3%, as observed and documented by CONTRACTOR personnel, and (c) Unacceptable Waste in any quantity in any Container.
 - 1.33. **Contract Administrator.** The Director of Health or his/her designee.
 - 1.34. **CONTRACTOR.** USA Waste of California, Inc.
 - 1.35. **COUNTY.** The County of Monterey, a political subdivision of the State of California.
 - 1.36. **COUNTY Clean-up Service.** The Collection of Solid Waste, Recyclables, Organic Waste, Bulky Items, E-Waste, CED's, or Universal Waste, by CONTRACTOR resulting from written requests from COUNTY for temporary clean-up of those materials and the transport and delivery of the Collected materials to the appropriate facilities.
 - 1.37. **County Code.** Codified ordinances adopted by the COUNTY Board, as such ordinances may be amended from time to time.
 - 1.38. **COUNTY Facilities.** Any building, structure, yard, park, or any other facility owned, leased, or operated, by the COUNTY, or any subsidiary public entity of the COUNTY, as

set forth in the column titled "Facility" of Exhibit 10 to this Agreement, regardless of where within the Service Area such facility is located.

- 1.39. **Customer.** A Generator of Solid Waste, Recyclables, Organic Waste, Bulky Items, E-Waste, CED's, Universal Waste, Christmas Trees, Used Oil and Used Oil Filters, or Construction and Demolition Debris within COUNTY'S jurisdiction, including all owners and/or occupants of Commercial premises, Multi-Family Dwellings, and Single Family Dwellings in the COUNTY, unless an exception under Section 2.3 applies.
- 1.40. **Difficult to Serve.** A set-out site for Containers via a road (or driveway) which has any of the following features:
 - 1.40.1. Is less than two 9-foot traffic lanes (or with respect to a driveway, at least 12 feet width);
 - 1.40.2. A grade greater than fifteen (15) percent;
 - 1.40.3. An obstructed vertical clearance of less than fifteen (15) feet;
 - 1.40.4. A turn radius of less than fifty (50) feet;
 - 1.40.5. Is more than one hundred (100) feet from the public road; or
 - 1.40.6. Is deemed by CONTRACTOR to pose a risk to CONTRACTOR equipment or personnel.
- 1.41. **Disposal.** The final processing and disposition of materials Collected by CONTRACTOR under the terms of this Agreement.
- 1.42. **Disposal Facility.** The MRWMD Disposal Facility, the SVSWA Disposal Facilities, and the Madison Lane Transfer Station.
- 1.43. **Divert.** To make use of discarded materials for any purpose and, therefore, to avoid Disposal of such material at the Disposal Facility.
- 1.44. **Dwelling Unit.** Any individual living unit in a Single Family Dwelling (SFD) or Multi-Family Dwelling (MFD) structure or building, a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, residential living other than a hotel or motel.
- 1.45. **Edible Food** means food intended for human consumption. For purposes of this Agreement, Edible Food is not Organic Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- 1.46. **Employee Housing.** Premises provided by or on behalf of an agricultural employer Customer in connection with agricultural employment including not only buildings but any living quarters, such as a tent, bunkhouse, maintenance-of-way car, mobile home, manufactured home, recreational vehicle, travel trailer or other housing accommodation established by the County.
- 1.47. **Employee Housing Customer.** A Person who provides Employee Housing within the Service Area.
- 1.48. **E-Waste.** Waste that is powered by batteries or electricity, such as computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, compact disc players/recorders,

calculators and certain items also defined as Covered Electronic Devices (CED's).

- 1.49. **Fixed Body Vehicle.** Any wheeled vehicle that does not rely on a Roll-Off Container or other detachable Bin or Container to Collect, contain and transport material. Dump trucks shall be considered Fixed Body Vehicles.
- 1.50. **Food Recovery** means actions to collect and distribute food for human consumption which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- 1.51. **Food Recovery Organization** means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:
 - 1.51.1. A food bank as defined in Section 113783 of the Health and Safety Code;
 - 1.51.2. A non profit charitable organization as defined in Section 113841 of the Health and Safety Code; and
 - 1.51.3. A non profit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.
- 1.52. **Food Recovery Service** means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery.
- 1.53. **Food Waste.** All Source-Separated organic material originally acquired for animal or human consumption, including, but not limited to: vegetable waste, fruit waste, grain waste, dairy waste, meat waste, fish waste; and compostable paper (only if accepted by the processing facility).
- 1.54. **Force Majeure.** Any acts of God, such as landslides, lightning, fires, storms, floods, pestilence, freezing, and earthquakes; explosions, sabotage, civil disturbances, acts of a public enemy, wars, blockades, riots, or other industrial disturbances, eminent domain, condemnation or other taking, or other events of a similar nature, not caused or maintained by COUNTY or CONTRACTOR, which event is not reasonably within the control of the party claiming the excuse from its obligations due to such event, to the extent such event has a significant and material adverse effect on the ability of a party to perform its obligations thereunder. Force Majeure shall include power outages, fuel shortages, and the first seven days of labor disruptions (e.g., strikes, work stoppage or slowdown, sickout, lockout, picketing or other concerted job action conducted by CONTRACTOR'S employees or directed at CONTRACTOR or subcontractor). Force Majeure shall include a Change in Law if such Change in Law prohibits a party's performance hereunder. Notwithstanding the foregoing, (i) no failure of performance by any subcontractor of CONTRACTOR shall be a Force Majeure unless such failure was itself caused by a Force Majeure; (ii) except as provided herein, no event which merely increases CONTRACTOR'S cost of performance shall be a Force Majeure; and (iii) no event, the effects of which could have been prevented by reasonable precautions, including compliance with agreements and applicable laws, shall be a Force Majeure.
- 1.55. **Generator.** A Person, Commercial business or any other entity that produces Solid Waste, Recyclables, Organic Waste, Bulky Items, Christmas Trees, Universal Waste, E- Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris.

- 1.56. **Green Waste.** Untreated and unpainted wood, pruning, brush, leaves, or grass clippings and such other types of yard waste resulting from normal yard and landscaping maintenance. Green Waste must be generated by the Customer and at the service address wherein the Green Waste is Collected, segregated from Solid Waste at the source of generation and set out by the Customer for Collection. Green Waste does not include items herein defined as Unacceptable Waste.
- 1.57. **Hazardous Waste.** Any material, substance, waste or component thereof which poses an actual or potential risk to public health and safety or the environment by virtue of being actually or potentially toxic, corrosive, bioaccumulative, reactive, ignitable, radioactive, infectious or otherwise harmful to public health and safety or the environment, and which requires special handling under any present or future federal, state or local law, excluding de minimis quantities of waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe Collection, recycling, treatment and Disposal of household hazardous waste in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- 1.58. **Large Event.** An event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and served an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system or other open space when being used for an event.
- 1.59. **Large Venue.** A permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, amusement park, conference or civil center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR Division 7, Section 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues on the site, is a single Large Venue.
- 1.60. **Large Venue Collection Service.** Collection of Solid Waste, Recyclables, Organic Waste, and other materials as appropriate at Large Events.
- 1.61. **MFD Collection Service.** MFD Solid Waste Collection Service, MFD Recyclables Collection Service, MFD Organic Waste Collection Service, and Temporary Collection Service.
- 1.62. **MFD Customer.** A Multi-family Dwelling that provides for the set-out and accumulation of Solid Waste through the use of shared Containers.
- 1.63. **MFD Organic Waste Collection Service.** Collection of Organic Waste from MFD Customers in the Service Area, delivery of the Organic Waste to the appropriate Organic Waste Processing Facility, and processing and marketing of the Organic Waste.
- 1.64. **MFD Recyclables Collection Service.** Collection of Recyclables from MFD Customers in the Service Area, delivery of the Recyclables to the appropriate Recyclables Processing Facility, and processing and marketing of the Recyclables.
- 1.65. **MFD Solid Waste Collection Service.** Collection of Solid Waste from MFD Customers in the Service Area and delivery of the Solid Waste to the appropriate Disposal Facility.

- 1.66. **Monterey Regional Waste Management District dba ReGen Monterey (MRWMD).** That portion of the Service Area as set forth in Exhibit 6.
- 1.67. **MRWMD Construction and Demolition Debris Processing Facility.** The C&D Processing facility operated by the MRWMD and located at the Monterey Peninsula Landfill or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Monterey Regional Waste Management District.
- 1.68. **MRWMD Disposal Facility.** The Monterey Peninsula Landfill located at 14201 Del Monte Blvd., Marina, CA 93933 or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Monterey Regional Waste Management District.
- 1.69. **MRWMD Organic Waste Processing Facility.** The Organic Waste Processing facility operated by the MRWMD and located at the Monterey Peninsula Landfill or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the MRWMD.
- 1.70. **Multi-family Dwelling or MFD.** Any residence, or group of residences, with three (3) or more Dwelling Units, including any flat, apartment, duplex, triplex, condominium, town home or other premises, other than a hotel or motel, used for housing persons, including such premises when combined in the same building with Commercial establishments, and serviced with one (1) or more common Containers.
- 1.71. **Non-Collection Notice.** A form developed by CONTRACTOR, in a form and substance satisfactory to COUNTY, and provided at CONTRACTOR'S cost, on which CONTRACTOR has provided CONTRACTOR'S phone number and indicated the reasons for CONTRACTOR'S refusal to Collect material, giving reference to the section of this Agreement which has been violated, and which gives grounds for CONTRACTOR'S refusal either in writing or by means of a check system. Non- Collection Notices may be given in-person, by mail or electronically.
- 1.72. **On-Call Collection Service.** The periodic Collection of Bulky items, CED's, E-Waste, and/or U-Waste from SFD, MFD, Commercial, and Employee Housing Customers in the Service Area and the delivery of the Collected materials to the appropriate Disposal or Processing Facility.
- 1.73. **Organic Waste.** Food Waste, Green Waste, soiled paper and those materials agreed upon by the parties from time to time for Collection and recycling under this Agreement which are segregated from Solid Waste at the source of generation by the Customer and set out for Collection. This definition is subject to change based on what is accepted at the Organic Waste Processing Facility.
- 1.74. **Organic Waste Processing Facility.** The Monterey Regional Waste Management District (MRWMD) Food Waste Processing Facility and the Salinas Valley Solid Waste Authority (SVSWA) Food Waste Processing Facility.
- 1.75. **Person.** An individual, firm, agency, company, cooperative, public or private corporation, association, partnership, limited partnership, consortium, joint venture, limited liability company, commercial entity, trust, regulatory authority, governmental entity, or any other legal entity.
- 1.76. **Processing Residues.** Materials remaining after the processing of Recyclables, Organic Waste, Bulky Items and Construction and Demolition Debris, which cannot

reasonably be Diverted from the landfill.

- 1.77. **Rebuilt Vehicle.** For purposes of this Agreement, “rebuilt” means, at a minimum, replacement of worn parts and reconditioning or replacement of hydraulic systems, transmissions, differentials, electrical systems, engines, and brake systems. In addition, the rebuilt vehicle must be repainted, and its tires must have at least eighty-five (85) percent of tread remaining.
- 1.78. **Recyclables.** Those materials designated in this Agreement for Collection and recycling under this Agreement which are segregated from Solid Waste by the Customer at the source of generation and set out for Collection. Recyclables include those materials defined by COUNTY, including newsprint (including inserts, coupons and store advertisements); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, milk and juice cartons, office ledger paper, legal pad backing, shoeboxes and telephone books); glass containers, (including brown, clear blue and green glass bottles and jars); aluminum, (including beverage containers and foil products); small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel including “tin” cans, aerosol cans (empty, non-toxic products) and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; all plastics (#1-7), except expanded Polystyrene (EPS); aseptic packaging; textiles; dry cell household batteries when placed on the Recyclables Cart in a sealed heavy-duty plastic bag; and those materials as may be added in accordance with Section 19 of this Agreement. This list of Recyclables is subject to change based on what is accepted at the Recyclables Processing Facilities.
- 1.79. **Recyclables Processing Facility.** Any facility selected by CONTRACTOR, and approved by COUNTY, that is designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclables, scrap metal, wood, asphalt, concrete and other inert materials for sale or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreements with the Salinas Valley Solid Waste Authority or the Monterey Regional Waste Management District.
- 1.80. **Recyclables Processing and Marketing.** Recycling, including, but not limited to the receipt, storage, sorting, cleansing, treating, bailing, shipping, and/or reconstituting of Recyclables including Recyclables recovered from the Solid Waste stream, at a facility which has adequate capacity to process the Recyclables Collected pursuant to this Agreement, and to return those Recyclables to the economic mainstream in a form that meets the requirements for greatest marketability. Without limiting the foregoing, Recyclables Processing and Marketing includes the pursuit and/or creation of markets for processed Recyclables in accordance with the provisions of this Agreement and plans submitted hereunder.
- 1.81. **Residential Dwelling.** A Single Family Dwelling or Multi-Family Dwelling.
- 1.82. **Roll-Off Container.** A metal Container of between ten (10) and fifty (50) cubic yards that is normally loaded onto a motor vehicle and transported to an appropriate facility. A Roll-Off Container may be open topped or enclosed with or without a compaction unit.
- 1.83. **Roll-Off Collection Services.** The service provided to Customers for the Collection of discarded material using a Roll-Off Container, as described in Section 8.

- 1.84. **Roll-Out Collection Services.** The provision of SFD Collection Services to those Customers requiring or requesting that Collection occur at an on-premises site instead of at the curb or roadway.
- 1.85. **Salinas Valley Solid Waste Authority (SVSWA).** That portion of the Service Area as set forth in Exhibit 6.
- 1.86. **SB 1383** means Senate Bill 1383 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7 and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in statewide effort to reduce emissions of short-lived climate pollutants. For purposes of this Agreement, SB 1383 specifically refers to the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle that created Chapter 12 of 14 CCR and amended portions of regulations of 14 CCR and 27 CCR.
- 1.87. **Self-Haul Customer.** A Generator of Solid Waste, Recyclables, Organic Waste, Bulky Items, E-Waste, CED's, Universal Waste, Christmas Trees, Used Oil and Used Oil Filters, and/or Construction and Demolition Debris within the COUNTY'S jurisdiction who delivers materials to a facility permitted to accept the material rather than to CONTRACTOR.
- 1.88. **Service Area.** The unincorporated areas of the County of Monterey, California and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the term of this Agreement.
- 1.89. **Service Commencement Date.** January 1, 2025.
- 1.90. **SFD Collection Service.** SFD Solid Waste Collection Service, SFD Recyclables Collection Service, SFD Organic Waste Collection Service, On-Call Collection Service and Used Oil Collection Service. All SFD premises in the COUNTY shall have Solid Waste, Recyclables and Organic Waste Collection Services unless an exception under this Agreement applies.
- 1.91. **SFD Customer.** A Single-Family Dwelling, or a Multi-Family Dwelling wherein each individual Dwelling Unit subscribes for the set-out and accumulation of Solid Waste through the use of non-shared Carts.
- 1.92. **SFD Organic Waste Collection Service.** Collection of Organic Waste from SFD Customers in the Service Area and the delivery of the Organic Waste to the appropriate Organic Waste Processing Facility.
- 1.93. **SFD Recyclables Collection Service.** Collection of Recyclables from SFD Customers in the Service Area, the delivery of the Recyclables to the appropriate Recyclables Processing Facility and the processing and marketing of the Recyclables.
- 1.94. **SFD Solid Waste Collection Service.** Collection of Solid Waste from SFD Customers in the Service Area and the delivery of the Solid Waste to the appropriate Disposal Facility.
- 1.95. **Single Family Dwelling or SFD.** A detached Dwelling Unit with individual (not shared with other Dwelling Units) Collection Services. As such, the Single Family Dwelling will receive Containers for its own use (not other Dwelling Units) and will have an individual account with CONTRACTOR.

- 1.96. **Solid Waste.** Except as provided below, "Solid Waste" means all "Solid Waste" as defined in California Public Resources Code Section 40191, as that Section may be amended from time to time, and as defined in Section 10.41.010 of the Monterey County Code, as that Section may be amended from time to time, which is generated within the COUNTY. "Solid Waste" also means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded wastes, but does not include abandoned vehicles, Hazardous Waste or other Unacceptable Waste. "Solid Waste" may include Recyclables, Organic Waste, Bulky Items and Construction and Demolition Debris if such materials are not source separated from other "Solid Waste" at the site of generation or Collected for Recycling, Composting, processing and marketing.
- 1.97. **Special Services.** Waste collection services that are not Collection Services, and therefore outside the scope of this Agreement.
- 1.98. **Subcontractor.** Any Person, firm, or entity hired by CONTRACTOR to carry out any of CONTRACTOR'S duties under this Agreement.
- 1.99. **SVSWA Construction and Demolition Debris Processing Facility.** Any facility located within the boundaries of the SVSWA, designated by CONTRACTOR and approved by COUNTY for the receipt, storage, and processing of Construction and Demolition Debris or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Salinas Valley Solid Waste Authority.
- 1.100. **SVSWA Disposal Facility.** The Johnson Canyon Landfill located at 31400 Johnson Canyon Road, approximately 2.5 miles east of Gonzales, the Recycling Center at Madison Lane located at 1104 Madison Lane, Salinas, and the Jolon Road Transfer Station located 52654 Jolon Road, King City, and such other facilities as COUNTY may direct as required by the terms of its joint powers authority agreement with the Salinas Valley Solid Waste Authority.
- 1.101. **SVSWA Organic Waste Processing Facility.** Any facility located within the boundaries of the SVSWA, selected by CONTRACTOR and approved by COUNTY that is designed, operated and legally permitted for the purpose of receiving and processing Organic Waste or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the SVSWA.
- 1.102. **Temporary Collection Service.** Collection of material on a temporary or irregular basis, using CONTRACTOR-provided Bins or Roll-Off Containers, as set forth in Section 8 of this Agreement.
- 1.103. **Tier One Commercial Edible Food Generators** means a Commercial Edible Food Generator that is one of the following: (a) Supermarket; (b) grocery store with total facility size equal or greater than 10,000 square feet; (c) food service provider; (d) Food Distributor; and (e) wholesale food vendor.
- 1.104. **Tier Two Commercial Edible Food Generators** means a Commercial Edible Food Generator that is one of the following: (a) restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet; (b) hotel with an on-site food facility and 200 or more rooms; (c) health facility with an on-site food facility and 100 or more beds; (d) Large Venue; (e) Large Event; (f) a State agency with a cafeteria with

250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet;
 (g) a local education agency with an on-site food facility.

- 1.105. **Unacceptable Waste.** Any and all waste, including but not limited to Hazardous Waste, the acceptance or handling of which would cause a violation of any permit condition or legal or regulatory requirement, damage or threatened damage to CONTRACTOR'S equipment or facilities, or present a substantial endangerment to the health or safety of the public or CONTRACTOR'S employees; provided, that de minimis quantities or waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe Collection, recycling, treatment, and Disposal of household Hazardous Waste in compliance with Sections 41500 and 41802 of the California Public Resources Code shall not constitute Unacceptable Waste. Unacceptable Waste does not include Used Oil, Used Oil Filters, or household batteries when placed for Collection as set forth in this Agreement or as otherwise directed by COUNTY.
- 1.106. **Universal Waste.** Discarded materials that the California Department of Toxic Substances Control considers Universal Waste, including materials such as batteries, thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans, and certain mercury-containing devices.
- 1.107. **Used Oil.** Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Customer because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil must be generated by and at the Single-Family Dwelling wherein the Used Oil is Collected. Used Oil does not include transmission fluid.
- 1.108. **Used Oil Collection Service.** The Collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by CONTRACTOR, from SFD Customers in the Service Area utilizing Used Oil and Used Oil Filter Containers for the accumulation and setout of Used Oil and Used Oil Filters and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Agreement.
- 1.109. **Used Oil Container.** A plain plastic container provided by COUNTY or CONTRACTOR, as set forth in Section 3.10 of this Agreement, for the accumulation of Used Oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a Used Oil Container.
- 1.110. **Used Oil Filter.** Any oil filter that is no longer useful to the SFD Customer because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil Filters must be generated by and at the Single- Family Dwelling wherein the Used Oil Filter is Collected.
- 1.111. **Used Oil Filter Container.** A sealable container provided by COUNTY or CONTRACTOR, as set forth in Section 3.10 of this Agreement, for the accumulation of Used Oil Filters that has a label designating it for use as a Used Oil Filter Container.
- 1.112. **White Goods.** Discarded household appliances such as washers, dryers, refrigerators, stoves, water heaters, freezers, small air conditioning units, and other similar items.
- 1.113. **Work Day.** Any day, Monday through Saturday, that is not a holiday as set forth in

Section 3.9 of this Agreement.

2. TERM AND SCOPE OF FRANCHISE.

2.1. **Term of Agreement.** The initial term of this Agreement shall be for a period commencing on January 1, 2025, and terminating at midnight on January 1, 2035. The term of this Agreement may be extended by one (1) five (5) year period, with such five (5) year period being agreed upon in writing by the parties. COUNTY'S decision whether to agree to extend the Agreement shall be at its sole discretion.

2.2. **Grant of Exclusive Franchise.** Subject to the requirements, conditions and exceptions set forth in this Agreement and Exhibits, COUNTY hereby grants to CONTRACTOR during the term of this Agreement the exclusive franchise, right, privilege, and duty to provide Collection Services in the COUNTY.

2.3. **Limitations to Scope of Exclusive Franchise.**

2.3.1. Nothing in this Agreement shall require that Collection Services be received by COUNTY facilities, or any entity governed by the Board; the State of California; any school district; or any entity that is excluded by Applicable Law from the obligation to receive Collection Services set forth herein.

2.3.2. Nothing in this Agreement shall limit the right of any Person to donate or sell his or her Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Christmas trees, Used Oil and Used Oil Filters and/or Construction and Demolition Debris to someone other than CONTRACTOR, provided such donation or sale may not result in the Person making a net payment for such services. Similarly, pursuant to Chapter 10.41 of the Monterey County Code, nothing in this Agreement shall limit the right of any Person to haul the Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's Christmas trees, Used Oil and Used Oil Filters and Construction and Demolition Debris he or she generates on his or her own premises to a facility that holds all applicable permits required per federal law, state law and/or County Code.

2.3.3. Notwithstanding CONTRACTOR'S rights under this Agreement as described above, the following materials may be Collected by Persons other than CONTRACTOR:

2.3.3.1. Construction and Demolition Debris that is removed from a premises by a licensed contractor as an incidental part of a total construction, remodeling, or demolition service offered by that contractor, rather than as a separately contracted or subcontracted hauling service; or

2.3.3.2. Green Waste that is removed from SFD, MFD or Commercial premises by a contractor as an incidental part of a total gardening or landscaping service offered by that contractor, rather than as a separately contracted or subcontracted hauling service;

2.3.3.3. Composted at the site where it is generated (e.g., backyard composting);

2.3.3.4. Bulky Items, E-Waste, CED'S or U-Waste that are removed from a premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service;

- 2.3.3.5. Animal remains and grease waste Collected for use as tallow;
 - 2.3.3.6. Animal waste Collected for use as a soil amendment;
 - 2.3.3.7. Recyclables which CONTRACTOR is not required to Collect and process under this Agreement as of the effective date of this Agreement which subsequently, in COUNTY'S reasonable judgment, become economically feasible to recycle. In such event, CONTRACTOR shall have the exclusive right to Collect and process such new Recyclables if CONTRACTOR agrees to do so without any change in rates. If CONTRACTOR is unwilling to provide service for such new Recyclables at existing rates, COUNTY may provide for Collection and processing of new Recyclables in any manner it deems appropriate.
 - 2.3.3.8. Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq., California Public Resources Code, as such statute may be amended from time to time;
 - 2.3.3.9. Hazardous Waste regardless of its source;
 - 2.3.3.10. By-products of sewage treatment, including sludge, grit, and screenings;
 - 2.3.3.11. Abandoned Solid Waste discarded on public roads, right of ways and public parking lots in the Service Area. The County Code does not prohibit persons from scavenging or picking up abandoned Solid Waste;
 - 2.3.3.12. Exemptions as listed and detailed from time to time in federal and state law, or County Code, and subject to Section 22 of this Agreement; or
 - 2.3.3.13. The provisions allowing COUNTY to provide for Collection, processing and Disposal as specified elsewhere in this Agreement.
- 2.4. **Excluded Services.** CONTRACTOR acknowledges and agrees that COUNTY may permit other persons besides CONTRACTOR to Collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of CONTRACTOR.
- 2.5. **Legal Limitations.** This grant to CONTRACTOR of rights, privileges, and duties shall be interpreted to be consistent with federal and state law and County Code in effect now and during the term of this Agreement. In the event future interpretations of current law, or enactment of new laws limit the ability of COUNTY to lawfully provide for the scope of franchise, rights, privileges, and duties specifically set forth herein, CONTRACTOR agrees the scope will be limited to that scope which may be lawfully provided for under this Agreement, and, except as otherwise provided in Section 11.20, COUNTY shall not be responsible for any lost profits claimed by CONTRACTOR to arise out of further limitations of the scope as set forth herein. In such event, it shall be the responsibility of CONTRACTOR to minimize the financial impact to other services being provided as much as commercially feasible.
3. **SERVICE STANDARDS.**
- 3.1. **Service Standards.** CONTRACTOR shall perform all Collection Services under this Agreement in a thorough and professional manner. Collection Services described in this Agreement shall be performed regardless of weather conditions or difficulty of Collection,

except as provided in this Agreement.

3.2. **Mandatory Franchise Service.** CONTRACTOR will provide Collection Service at each premise located in the Service Area, unless that premise is expressly exempted from mandatory service under Section 2.3 above and Section 10.41.030 of the County Code.

3.3. **Collection Service Commencement.** CONTRACTOR will begin providing Collection Services under this Agreement on January 1, 2025.

3.4. **Hours and Days of Collection.**

3.4.1. SFD and MFD Collection Services shall be provided commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through Friday, with no service on Saturday or Sunday, except as provided in Section 3.9 of this Agreement. The hours, days, or both, of Collection may be temporarily extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator. Collection Services are not required on Saturday but may be offered at CONTRACTOR's discretion.

3.4.2. Commercial Collection Services shall be provided commencing no earlier than 4:00 a.m. and terminating no later than 10:00 p.m., Monday through Saturday, except Collection shall begin no earlier than 6:00 a.m. or end later than 6:00 p.m. within two hundred (200) feet of Single-Family Dwellings. The hours, days, or both, of Collection may be temporarily extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.

3.5. **Manner of Collection.** CONTRACTOR shall provide Collection Services with as little disturbance as possible and shall leave any Container in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

3.6. **Roll-out and Push Service.** If CONTRACTOR determines that the set-out location for Containers is Difficult to Serve, then CONTRACTOR may provide its choice of either Roll-Out Collection Service to Customers using Carts, or push services to Customers using Bins, for the surcharge listed on Exhibit 1, Rate Schedule.

3.7. **Containers.**

3.7.1. **Purchase and Distribution of Carts, Bins and Roll-Off Containers.**

CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional new Carts, new or well-maintained Bins, and new or well-maintained Roll-Off Containers as required to Customers in the Service Area; Containers in use prior to this Agreement may continue to be used. CONTRACTOR shall also distribute Carts, Bins and Roll-Off Containers as required to new Customers that are added to the Service Area during the term of this Agreement. The distribution shall be completed within five (5) Work Days of receipt of notification from COUNTY or the Customer, or the Customer's next service date, whichever is later.

3.7.2. **Replacement of Containers.**

3.7.2.1. CONTRACTOR'S employees shall take care to prevent damage to Containers by unnecessary rough treatment. However, any Container damaged by CONTRACTOR shall be replaced by CONTRACTOR, at CONTRACTOR'S expense, within five (5) Work Days of receipt of notification

from COUNTY or the Customer, or the Customer's next service date, whichever is later, at no cost or inconvenience to the Customer.

3.7.2.2. Upon notification to CONTRACTOR by COUNTY or a Customer that a Customer's Container is faulty, has worn out, or has been stolen or damaged beyond repair through no fault of the Customer, CONTRACTOR shall deliver a replacement Container to such Customer no later than the next regularly scheduled Collection day or five (5) Work Days. There shall be no charge to the Customer for such replacement Containers.

3.7.2.3. Where a Container needs to be repaired or replaced due to the fault of the Customer, CONTRACTOR shall be compensated by the Customer for the cost of repair or replacement, as appropriate, as set forth in Exhibit 1 which is attached to and included in this Agreement or as may be adjusted under the terms of this Agreement.

3.7.3. Repair of Containers. CONTRACTOR shall be responsible for repair of Containers no later than the next regularly scheduled Collection day, or five Work Days, after notification of the need for such repairs. The cost of such repairs will be determined as set forth above.

3.7.4. Locks. Within one (1) week of receipt of the request, CONTRACTOR will provide a lock on a Bin for the surcharge listed in Exhibit 1. Alternatively, Customers may provide CONTRACTOR-approved locks.

3.7.5. Cart or Bin Exchange. Upon notification to CONTRACTOR by COUNTY, or a Customer, that a change in the size or number of Carts or Bins is required, CONTRACTOR shall deliver such Carts or Bins to such Customer within five (5) Work Days. Each SFD Customer shall be entitled to receive one (1) free Solid Waste Cart exchange, one (1) free Recyclables Cart exchange and one (1) free Organic Waste Cart exchange per Agreement Year during the term of this Agreement. Each MFD or Commercial Customer shall be entitled to receive one (1) free service exchange, per Agreement Year during the term of this Agreement. For the purposes of this Section, a service exchange represents the exchange of as few as one (1) and as many as the total number of Bins and Carts provided by CONTRACTOR and utilized by the Customer. Accordingly, CONTRACTOR shall be compensated for the cost of those exchanges in excess of the limitations set forth herein per Agreement Year, in accordance with the Cart or Bin Exchange service rate as set forth in Exhibit 1 of this Agreement.

3.7.6. Ownership of Carts. Ownership of Carts shall rest with CONTRACTOR, except that ownership of Carts in the possession of a Customer at the end of this Agreement shall rest with COUNTY. At its sole discretion, COUNTY may elect not to exercise its rights with regards to this Section and in such case the Carts shall remain the property of CONTRACTOR upon termination of this Agreement. In this event CONTRACTOR shall be responsible for removing all Carts in service from the Service Area and reusing or Recycling such Carts. In addition, in the case of the termination of this Agreement prior to the expiration of the initial term or optional extension term(s) due to the default of CONTRACTOR as set forth in Section 24 of this Agreement, COUNTY shall have the right to take possession of the Carts and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall

not be limited and regardless of the time of possession, there shall be no monies owing to CONTRACTOR from COUNTY for the use of the equipment. Upon the receipt of written notice from COUNTY, CONTRACTOR shall submit to the Contract Administrator an inventory of Carts, including their locations.

- 3.7.7. **Ownership of Bins and Roll-Off Containers.** Ownership of Bins and Roll-Off Containers distributed by CONTRACTOR shall rest with CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension term due to the default of CONTRACTOR as set forth in Section 24 of this Agreement. Under such circumstances, COUNTY shall have the right to take possession of the Bins and Roll-Off Containers and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to CONTRACTOR from COUNTY for the use of the equipment. Upon receipt of a written request from COUNTY, CONTRACTOR shall submit to the Contract Administrator an inventory of Bins and Roll-Off Containers, including their locations.
- 3.7.8. **Compactor Equipment.** Compactor equipment may be owned by the Customer or leased from CONTRACTOR or any other source, provided the Compactor Container is compatible with CONTRACTOR'S Collection vehicles.
- 3.7.9. Customers may not, itself or by using a company other than CONTRACTOR, compact any materials in CONTRACTOR-provided Containers.
- 3.8. **Labor and Equipment.** CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall at all times have sufficient backup equipment and labor to fulfill CONTRACTOR'S obligations under this Agreement. No compensation for CONTRACTOR'S services or for CONTRACTOR'S supply of labor, equipment, tools, facilities or supervision shall be provided or paid to CONTRACTOR by COUNTY or by any Customer except as expressly provided by this Agreement.
- 3.9. **Holiday Service.** CONTRACTOR shall not be required to provide Collection Services or maintain office hours on the following designated holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In any week in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday. MFD and Commercial Collection Services shall be adjusted as agreed between CONTRACTOR and the Customer but must meet the minimum frequency requirement of one (1) time per week.
- 3.10. **Used Oil and Used Oil Filter Containers.** CONTRACTOR will provide to SFD Customers at no additional charge to SFD Customer, Used Oil and Used Oil Filter Containers in design, function and material specifications approved by the COUNTY. CONTRACTOR will not receive additional compensation for this service.
- 3.11. **Contamination (Recyclables and Organic Waste).**
 - 3.11.1. Where CONTRACTOR documents that a particular Customer has Contamination, CONTRACTOR shall collect the offending Container, where it can be done safely,

and provide a written notice (can be digital) to the Customer with the following information (a "Violation Notice"):

- 3.11.1.1. Date of the offense;
- 3.11.1.2. Description of the offense;
- 3.11.1.3. If available, a photograph or video (or link to photograph or video);
- 3.11.1.4. A description of the materials that are appropriate for collection in said Container and a link to view online with educational materials;and
- 3.11.1.5. A website to obtain additional information and/or receive responses to questions the Customer may have.

3.11.2. First Three Occurrences During A Twelve Month Period, Per Material Type (i.e., Recyclables or Organic Waste). CONTRACTOR shall service Containers with Contamination except where there is visible Unacceptable Waste. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided.

3.11.3. Fourth and Subsequent Occurrences During A Twelve Month Period, Per Material Type. CONTRACTOR may opt to not collect Recyclables or Organic Waste Containers with Contamination; in such event, CONTRACTOR may collect the Container as Solid Waste, and an additional fee will apply. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided. Additionally, CONTRACTOR may, at its discretion, increase the Customer's Solid Waste service level (i.e., more frequent collection and/or larger or additional Solid Waste Container(s)), and bill the Customer for such increased service level. CONTRACTOR may increase the Customer's Solid Waste service level more than once if instances of Contamination persist after previous service level increases. Customers that have received increased Solid Waste service level pursuant to this Section may contact CONTRACTOR to request that their Solid Waste service level be reduced. CONTRACTOR shall not unreasonably withhold such request. CONTRACTOR may deny such request if the Customer has had an incident of Contamination within the last six months.

3.12. Overage.

3.12.1. For purposes of this Agreement, "Overage" exists when a Solid Waste, Recyclables or Organic Waste Container lid is lifted by at least six inches or would be lifted by at least six inches if lowered. Overage does not include material laying on the ground, and CONTRACTOR is not required to collect such material.

3.12.2. First Three Occurrences During A Twelve Month Period, Per Material Type (i.e., Solid Waste, Recyclables or Organic Waste). CONTRACTOR shall service Containers with Overage except where there is visible Unacceptable Waste. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided.

3.12.3. Fourth and Subsequent Occurrences During A Twelve Month Period, Per Material Type. CONTRACTOR shall service Containers with Overage except where there is visible Unacceptable Waste. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided. Additionally, CONTRACTOR may, at its discretion, increase the Customer's Solid Waste, Recyclables or Organic Waste, as applicable, service level (i.e., more frequent collection and/or larger or

additional Container(s)), and bill the Customer for such increased service level. CONTRACTOR may increase the Customer's Container service level more than once if instances of Overage persist after previous service level increases. Customers that have received an increased service level pursuant to this Section may contact CONTRACTOR to request that their Container service level be reduced. CONTRACTOR shall not unreasonably withhold such request. CONTRACTOR may deny such request if the Customer has had an incident of Overage within the last six months.

- 3.13. **Inspections.** COUNTY shall have the right to inspect CONTRACTOR'S facilities or Collection vehicles used in the provision of Collection Services under this Agreement and their contents at any time while operating inside or outside the Service Area.
- 3.14. **Commingling of Materials.**
 - 3.14.1. **Solid Waste, Organic Waste, and Recyclables.** CONTRACTOR shall not commingle Solid Waste Collected pursuant to this Agreement, with any Organic Waste, or Recyclables separated for Collection pursuant to this Agreement prior to delivery to the appropriate facility without the express prior written authorization of the Contract Administrator.
 - 3.14.2. **Solid Waste Collected in Service Area.** CONTRACTOR shall not commingle any Solid Waste Collected pursuant to this Agreement with any other material Collected by CONTRACTOR outside the Service Area prior to delivery to the Disposal Facility as appropriate, unless CONTRACTOR has provided written documentation, in a form that is satisfactory to the Contract Administrator, explaining how the mixed material will be allocated to the jurisdiction(s) of origin and CONTRACTOR has received express, written consent from the Contract Administrator.
 - 3.14.3. **Organic Waste.** CONTRACTOR shall not commingle Organic Waste Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the Service Area prior to delivery to the Organic Waste Processing Facility without the express prior written authorization of the Contract Administrator.
 - 3.14.4. **Recyclables.** CONTRACTOR shall not commingle Recyclables Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the Service Area prior to delivery to the Recyclables Processing Facility without the express prior written authorization of the Contract Administrator.
 - 3.14.5. **Material Separation.** Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris shall not be mixed together in CONTRACTOR'S Collection equipment unless such material has been deemed contaminated in which case it shall be Collected as Solid Waste. Each category of material Collected shall be kept separated according to type or classification except for such material as has been deemed contaminated which shall be classified as Solid Waste.
- 3.15. **Spillage and Litter.** CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. CONTRACTOR shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from CONTRACTOR'S vehicle. CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to

prevent spilling or dropping of Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

- 3.15.1. CONTRACTOR will maintain a log of fluid spills that indicates the material spilled, quantity and remedial actions taken. CONTRACTOR will immediately report any spills entering or endangering any waterway or storm drain or any spill of forty- two (42) gallons or more to the State Office of Emergency Service (OES) as required by law.
 - 3.15.2. CONTRACTOR shall not be responsible for cleaning up un-sanitary conditions caused by the carelessness of the Customer; however, CONTRACTOR shall clean up any material or residue that is spilled or scattered by CONTRACTOR or its employees.
 - 3.15.3. CONTRACTOR shall clean up any spillage or litter caused by CONTRACTOR within four (4) hours of spilling or dropping any material or residue, or within four (4) hours upon notice from Customer or the Contract Administrator.
 - 3.15.4. Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from CONTRACTOR'S operations or equipment repair shall be covered immediately with an absorbent material and removed from the street surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. To facilitate such cleanup, CONTRACTOR'S vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.
 - 3.15.5. In the event where damage to public streets within the Service Area is the result of a hydraulic oil spill caused by CONTRACTOR, CONTRACTOR shall be responsible for all repairs to return the street to the same condition it was in prior to the spill. CONTRACTOR shall also be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the Contract Administrator and at no cost to COUNTY.
- 3.16. **Ownership of Materials.** Title to Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris shall pass to CONTRACTOR at such time as said materials are placed in CONTRACTOR'S Collection Container and the Container is set out for Collection. Title to material Collected as part of the COUNTY Clean-up Service as set forth in Section 9.4 shall pass to CONTRACTOR at the time the material is placed in the Roll-Off Container or other Collection vehicle or Container approved for use. Nothing in this Agreement shall require CONTRACTOR to take title to Unacceptable Waste.
- 3.16.1. **Hazardous Waste.** Under no circumstances shall CONTRACTOR'S employees knowingly Collect Hazardous Waste, or remove unsafe or poorly containerized Hazardous Waste, from a Collection Container. If CONTRACTOR determines that material placed in any Container for Collection is Hazardous Waste, or other material that may not legally be accepted at the Disposal Facility or one of the processing facilities, or presents a hazard to CONTRACTOR'S employees, CONTRACTOR shall refuse to accept such material. The Generator shall be contacted by CONTRACTOR and requested to arrange for proper Disposal. If Hazardous Waste is found in a Collection Container that poses an imminent danger to people or property,

CONTRACTOR shall immediately notify the Monterey

County Health Department Hazardous Materials Management Services.

- 3.16.2. If Hazardous Waste is identified at the time of delivery to the Disposal Facility or one of the processing facilities, and such Hazardous Materials has not been commingled with other material, CONTRACTOR shall be solely responsible for handling and arranging lawful transport and disposition of the Hazardous Waste if the Generator cannot be identified.
- 3.17. **Regulations and Record Keeping.** CONTRACTOR shall comply with emergency notification procedures required by applicable laws and regulatory requirements. All records required by regulations shall be maintained at CONTRACTOR'S facility.
- 3.18. **Property Damage.** CONTRACTOR shall be responsible for the repair or replacement, if repair is not adequate, of any damages to public or private property during the provision of Collection Services and caused by the CONTRACTOR.
- 3.19. **Unsafe Collection Conditions.** In the event CONTRACTOR believes that it is unsafe to provide Collection Services to a Customer, CONTRACTOR shall notify the Contract Administrator of the name and address of the Customer and the conditions which make the provision of Collection Services unsafe. Pursuant to County Code, the Director of Health shall perform such review as is deemed necessary and except in those instances where the conditions can be mitigated to the satisfaction of CONTRACTOR, shall take the appropriate steps to have the Customer exempted from mandatory Collection Service. CONTRACTOR shall not be obligated to provide Collection Services to the Customer until the unsafe condition(s) is/are resolved.
4. **SB 1383 - Inspection and Enforcement.**
- 4.1. **Annual Compliance Reviews.**
- 4.1.1. General. CONTRACTOR shall perform compliance reviews described in this Section commencing January 1, 2025, and at least annually thereafter, unless otherwise noted.
- 4.1.2. Commercial Generator Compliance Reviews. CONTRACTOR shall complete a compliance review of all Multi-Family Dwelling and Commercial Customers that generate two (2) cubic yards or more per week of Solid Waste, including Green Waste, to determine their compliance with (1) Generator requirements under the COUNTY's Collection programs; and (2) if applicable for the Generator, Self-Hauling requirements pursuant to 14 CCR Section 18988.3 and each COUNTY's Code, including whether a Multi-Family Dwelling or Commercial business is complying through Back-Hauling, Organic Waste Container and/or Recyclables Container Waste. The compliance review shall mean a "desk" review of records to determine Customers' compliance with the above requirements and does not necessarily require an on-site observation of services. However, the COUNTY may request that the CONTRACTOR perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information.
- 4.1.3. Annual Hauler Route Review. Beginning April 1, 2025, and annually thereafter, the CONTRACTOR shall conduct annual hauler route reviews of Commercial, Multi-Family Dwelling and Residential Generators for compliance with the COUNTY's Solid Waste, Recyclables, and Organic Waste Collection programs and Container Contamination monitoring. These hauler route reviews may be performed concurrently with the contamination monitoring hauler route reviews,

provided that the CONTRACTOR documents a reasonable sampling of Generators for which compliance with the COUNTY’s Collection program during the hauler route review was assessed.

4.2. **Generator Waiver Assessments.** CONTRACTOR shall verify Multi-Family Dwelling and Commercial Generator de minimis and physical space constraint waivers, if applicable, at least once every five (5) years from the date of issuance of the waiver via “desk” review or on-site audit, as applicable.

4.3. **Compliance and Route Review Process.**

4.3.1. Number of Reviews. CONTRACTOR shall conduct a sufficient number of route reviews to adequately determine Customers’ compliance with 14 CCR Section 18984.5(b). The number of route reviews and timeframe of such reviews shall be decided by CONTRACTOR, provided that the route reviews comply with 14 CCR Section 18984.5(b). The COUNTY has approved CONTRACTOR’s use of its Smart TruckSM system, including contamination monitoring via digital/video monitoring to conduct such route reviews. COUNTY may require CONTRACTOR to prioritize compliance reviews of entities that the COUNTY determines are more likely to be out of compliance.

4.3.2. Non-Compliant Entities. When compliance reviews are performed by the CONTRACTOR pursuant to Section 4.1, CONTRACTOR shall provide educational materials in response to violations. CONTRACTOR shall provide these educational materials to the non-compliant Customers and Generators within twenty (20) days of determination of non-compliance or immediately upon determination of non-compliance, if such noncompliance is determined during an inspection or Hauler Route review. CONTRACTOR shall document the non-compliant Customers and Generators and the date and type of education materials provided and shall report such information to the COUNTY. Beginning January 1, 2026 the CONTRACTOR shall, in addition to providing the education materials described in this subsection, document non-compliant Customers and Generators determined through the CONTRACTOR’s compliance reviews pursuant to 4.1 and shall report all Customers and Generators with violations of SB 1383 regulations to the COUNTY. COUNTY shall be responsible for subsequent enforcement action against the Generators.

4.3.3. Documentation of Inspection. CONTRACTOR shall generate a written and/or electronic record and maintain documentation of each inspection, hauler route reviews and compliance review, as applicable.

4.4. **Food Recovery Program.**

4.4.1. **General.** CONTRACTOR shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion or operation of Food Recovery efforts in the COUNTY.

4.4.2. **Tier One and Tier Two Commercial Edible Food Generators.** CONTRACTOR shall assist the COUNTY with identifying Tier One and Tier Two Commercial Edible Food Generators for the purpose of the Food Recovery program. CONTRACTOR shall provide the COUNTY with a list of Commercial Customers that qualify or appear to qualify as Tier One or Tier Two Commercial Edible Food Generators, as defined by this Agreement.

- 4.4.3. **Website Content.** No later than July 1, 2025, CONTRACTOR shall include Food Recovery program information on the CONTRACTOR's website.
- 4.5. **Generator Waiver Program Coordination.**
- 4.5.1. **General.** COUNTY may grant waivers described in this Section to Generators that impact the scope of CONTRACTOR's provisions of service for those Generators. Waivers issued shall be subject to compliance with 14 CCR Section 18984.11 or other requirements specified by COUNTY.
- 4.5.2. **CONTRACTOR Waiver Request on Behalf of Customer.** Upon reasonable belief that a Customer may qualify for a waiver allowed pursuant to COUNTY's Code, CONTRACTOR may submit a request for COUNTY to grant a waiver to the Customer in accordance with COUNTY's pre-approved application process. CONTRACTOR shall obtain each Customer's consent to the waiver application. COUNTY will review and approve or deny the waiver request. Upon COUNTY's request, CONTRACTOR may be required to upload each waiver application to a COUNTY designated web based software system.
- 4.5.3. **CONTRACTOR Review of Customer Waiver Request.** Generators may submit requests for de minimis waivers, physical space waivers, and Organic Waste Container Recycling waivers to the COUNTY. Upon COUNTY request, CONTRACTOR shall within fifteen (15) days review the waiver application of a Generator if the Generator is a Customer of the CONTRACTOR and, in such a case, shall assess the Customer(s)' Premises to verify the accuracy of the application.
- 4.5.4. **CONTRACTOR Change in Customer Service Levels.** If COUNTY grants a waiver to one of CONTRACTOR's Customers, COUNTY shall notify CONTRACTOR within seven (7) days of the waiver approval with information on the Customer and any changes to service level or service requirements. CONTRACTOR shall have seven (7) days to modify the Customer's service level and billing statements, as needed.
- 4.5.5. **Annual Verification and Record Keeping.** COUNTY shall verify that Customers that have been granted waivers are in compliance with such waivers. CONTRACTOR and COUNTY will be responsible for maintaining records of all Customers granted waivers pursuant to this Section. If COUNTY desires that CONTRACTOR be responsible for verifying Customer compliance with such waivers, the parties will and confer to negotiate an amendment to this Agreement regarding such compliance verification responsibilities.
- 4.6. MRWMD Disposal Facility. All Solid Waste and Bulky Items that cannot be Diverted, Collected as the result of performing Collection Services within the boundaries of the MRWMD, shall be transported to the MRWMD Disposal Facility.
- 4.7. SVSWA Disposal Facility. All Solid Waste and Bulky Items that cannot be Diverted, Collected as the result of performing Collection Services within the boundaries of the SVSWA, shall be transported to the SVSWA Disposal Facility.
- 4.8. Recyclables Processing Facility. All Recyclables and Bulky Items that can be Recycled, Collected as a result of performing Collection Services, shall be delivered to the Recyclables Processing Facility.

- 4.9. MRWMD Organic Waste Processing Facility. All Organic Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of the MRWMD, shall be transported to the MRWMD Organic Waste Processing Facility.
- 4.10. SVSWA Organic Waste Processing Facility. All Organic Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of SVSWA, shall be transported to the SVSWA Organic Waste Processing Facility.
- 4.11. MRWMD Construction and Demolition Debris Processing Facility. All Construction and Demolition Debris Collected as the result of performing Collection Services within the boundaries of the MRWMD shall be transported to the MRWMD Construction and Demolition Debris Processing Facility.
- 4.12. SVSWA Construction and Demolition Debris Processing Facility. All Construction and Demolition Debris, Collected as the result of performing Collection Services within the boundaries of SVSWA, shall be transported to the SVSWA Construction and Demolition Debris Processing Facility.
- 4.13. Bulky Items Processing and Disposal. CONTRACTOR shall process and dispose of Bulky Items Collected from Customers pursuant to the terms of this Agreement in accordance with the following hierarchy: (a) Recycle; or (b) Disposal.
 - 4.13.1. CONTRACTOR shall not landfill such Bulky Items unless the Bulky Items cannot be reused or recycled.
 - 4.13.2. Bulky Items Containing Freon. In the event CONTRACTOR Collects Bulky Items that contain Freon, CONTRACTOR shall handle such Bulky Items in a manner such that the Bulky Items are not subject to regulation as Hazardous Waste under applicable state and federal laws or regulations.
- 4.14. Disposal of Recyclables or Organic Waste. CONTRACTOR shall not deliver source separated Recyclables or Organic Waste to a Disposal Facility, except residue or contaminated containers/loads, without the express written permission of the Contract Administrator.
- 4.15. Used Oil Processing. CONTRACTOR shall recycle all Used Oil and Used Oil Filters Collected pursuant to this Agreement to the extent feasible and shall properly dispose of all Used Oil and Used Oil Filters that are contaminated or otherwise cannot be recycled.
 - 4.15.1. CONTRACTOR shall recycle Used Oil only with persons who are authorized by the State of California to recycle Used Oil. In the event the Used Oil and Used Oil Filters Collected pursuant to this Agreement are contaminated to the extent that the Used Oil and Used Oil Filters require disposal as a Hazardous Waste, CONTRACTOR shall dispose of such Used Oil and Used Oil Filters at CONTRACTOR'S own cost and expense in accordance with applicable state and federal law.
- 4.16. Alternate Facilities. CONTRACTOR may deliver materials collected under this Agreement to facilities other than those specified above based on Force Majeure events, provided such provisional use of alternative facilities is approved by the Contract Administrator in writing. COUNTY will not delay or unreasonably withhold such approval.
5. **SFD Collection Services.**

- 5.1. Default Capacity. CONTRACTOR shall provide each SFD Customer with one (1) 35 gallon Solid Waste Cart, one (1) 64 gallon (or if requested by Customer, 96 gallon) Recyclables Cart, and one (1) 64 gallon (or if requested by Customer, 96 gallon) Organic Waste Cart.
- 5.2. Conditions of Service. CONTRACTOR shall provide SFD Collection Service to all SFD Customers in the Service Area whose Solid Waste, Recyclables and Organic Waste are properly containerized, placed at the curb or in the location otherwise agreed to by CONTRACTOR and Customer, and is safely and efficiently accessible to CONTRACTOR'S Collection crew and vehicle.
- 5.3. Roll-Out Collection Service.
 - 5.3.1. Non-Subscription Roll-Out Collection Service. Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR shall provide non- subscription Roll-Out Collection Service to a SFD Customer if a Customer residing therein has provided documentation, in a manner satisfactory to CONTRACTOR that all individuals over the age of twelve (12) residing in the Customers residence:
 - 1) have handicapped status recognized by the California Department of Motor Vehicles; and 2) are functionally unable to place their Solid Waste, Recyclables, and Organic Waste Carts at the curb for Collection. In addition, COUNTY may direct CONTRACTOR to provide non-subscription Roll-out Collection Service to Customers who meet the criteria set by COUNTY. No additional monies shall be due to CONTRACTOR for the provision of non-subscription Roll-Out Collection Service.
 - 5.3.2. Subscription Roll-Out Collection Service. CONTRACTOR shall provide Roll-Out Collection Service to a SFD Customer if requested by the Customer for their convenience. CONTRACTOR shall be compensated for such services at the rates set forth in Exhibit 1 for subscription Roll-Out Collection Service.
 - 5.3.3. Collection Day. CONTRACTOR shall provide subscription and non-subscription Roll-Out Collection Service on the same Work Day that curbside Collection would otherwise be provided to the SFD Customer.
- 5.4. Frequency and Scheduling of Service. Except as set forth in Section 5.7, SFD Collection Services shall be provided one (1) time per week on a scheduled route basis. SFD Collection Services shall be scheduled so that a SFD Customer receives Solid Waste Collection Service, Recyclables Collection Service, Organic Waste Collection Service, and Used Oil Collection Service on the same Work Day.
- 5.5. Non-Collection. Except as set forth in Section 5.7, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Organic Waste that is not placed in a Cart. CONTRACTOR shall also not be required to Collect Carts whose weight is more than 200 pounds. In the event of non-collection due to a Container being overweight, CONTRACTOR shall affix to the Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a record of such notification during the term of this Agreement.
- 5.6. Additional Capacity. In the event a Customer requests Solid Waste, Recyclables or Organic Waste capacity in excess of that provided by the default Cart capacity, CONTRACTOR shall be compensated for the provision of those additional Carts in accordance with the Rate Schedule set forth in Exhibit 1.

5.7. On-Call Collection Service. This service shall be provided one (1) time per full or partial Calendar Year at no additional charge to the Customer. CONTRACTOR shall be compensated for providing On-Call Collection Service more than one (1) time in any full or partial Calendar Year in accordance with the additional on-call service rate as set forth in Exhibit 1. This service will be governed by the following terms and conditions:

5.7.1. General Conditions of Service. CONTRACTOR shall provide On-Call Collection Service to all SFD Customers in the Service Area whose material has been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

5.7.2. Bulky Items. Bulky Items shall be placed loose at the set-out location and shall be limited to up to five (5) Bulky Items.

5.7.3. Other Items. Universal Waste (except fluorescent tubes), E-Waste and CED's shall be placed in bags, boxes or containers (each will be considered a Bulky Item).

5.7.4. Excess On-Call Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the "excess on-call collection capacity" service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

5.7.5. Scheduling On-Call Collection Service. CONTRACTOR, when requested by Customer, shall provide each SFD Customer with On-Call Collection Service on the Customer's next regular Collection day or as agreed to between CONTRACTOR and Customer.

5.7.6. Non-Collection. In the event of non-collection, CONTRACTOR shall affix to the item a Non-Collection Notice explaining why Collection was not made and how the item may be properly Disposed of. CONTRACTOR shall not be required to Collect the following items as part of On-Call Collection service:

5.7.6.1. Any single item that cannot be handled by two (2) people using a dolly (except for the purposes of this Section a box springs and mattress will not be considered as a single item);

5.7.6.2. Hazardous Waste, including anti-freeze;

5.7.6.3. Unacceptable Waste; or

5.7.6.4. Concrete, dirt, or tires.

5.7.7. During the first two weeks of January, CONTRACTOR will collect Christmas trees placed curbside as scheduled with the Customer.

5.8. Used Oil Collection Service. This service will be governed by the following terms and conditions:

5.8.1. Conditions of Service. CONTRACTOR shall provide Used Oil and Used Oil Filter Collection Service to all SFD Customers in the Service Area utilizing Used Oil Containers for the accumulation and set-out of their Used Oil, and Used Oil Filter Containers for the accumulation and set out of their Used Oil Filters where the Used Oil Containers and Used Oil Filter Containers have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible

roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

- 5.8.2. Non-Collection. CONTRACTOR shall not be required to Collect material placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the oil or filter. In the event of non-collection, CONTRACTOR shall affix to the Used Oil or Used Oil Filter Container a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall also leave Used Oil or Used Oil Filter Containers in a number sufficient to contain the Used Oil or Used Oil Filters set out, but not exceeding sixteen (16) quarts, or two (2) Used Oil Filters.
- 5.8.3. Spillage. CONTRACTOR shall carry oil absorbent material on all vehicles used to Collect Used Oil and shall cleanup any Used Oil that spills during Collection, which has leaked from the Used Oil or Used Oil Filter Container after setout but prior to Collection, or which spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection vehicle.
- 5.8.4. Used Oil and Used Oil Filter Containers. Upon receipt of a verbal request of County or a Customer, CONTRACTOR shall provide the SFD Customer at their residence with Used Oil Containers and Used Oil Filter Containers in the number requested by COUNTY or the Customer but not exceeding a number sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters. CONTRACTOR shall deliver said Containers no later than the Customer's next regularly scheduled Collection day.
- 5.8.4.1. At the time CONTRACTOR Collects Used Oil from a SFD Customer, CONTRACTOR shall leave at the premises one (1) Used Oil Container for each Used Oil Container Collected and one (1) Used Oil Filter Container for each Used Oil Filter Container Collected. CONTRACTOR shall keep the outside of all Used Oil and Used Oil Filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re- use.
- 5.9. Intermittent Occupancy. Within one (1) week of a SFD Customer's request, CONTRACTOR will stop or start Collection at that Customer's residence which serves as the Customer's vacation or second home. The invoice for such intermittent service shall be pro-rated for the actual number of weeks CONTRACTOR provides Collection Service.
- 5.10. Battery Collection. CONTRACTOR shall, without charge or additional fees, collect used household batteries in a sealed plastic bag set out curbside by SFD Customers and placed on top of the Recyclables Container. CONTRACTOR shall provide SFD Customers instructions on how to properly dispose of batteries. CONTRACTOR shall use reasonable business efforts to properly recycle the Collected batteries.
6. **MFD Collection Services.**
- 6.1. Default Capacity. CONTRACTOR shall provide each MFD Customer with an amount and size of Solid Waste, Recyclables and Organic Waste Containers such that all Solid Waste, Recyclables and Organic Waste generated at such premises is adequately

separated and contained. The minimum total weekly capacity of Solid Waste Collection Services is equal to the number of Dwelling Units in the MFD multiplied by 35 gallons. The minimum total weekly capacity of Recyclables Collection Services is equal to the number of Dwelling Units in the MFD multiplied by 35 gallons. Customers shall have a capacity of Organic Waste Collection Services in order to comply with the requirements of Applicable Law. If a MFD Customer disagrees with CONTRACTOR's recommendation regarding the amount and size of Containers needed, or frequency of service, CONTRACTOR will refer the matter to the County and the County will make the final decision.

- 6.2. Conditions of Service. CONTRACTOR shall provide MFD Collection Service to all MFD Customers in the Service Area whose Solid Waste, Recyclables and Organic Waste are properly containerized, placed in the location agreed to by CONTRACTOR and Customer, and is safely and efficiently accessible to CONTRACTOR'S Collection crew and vehicle.
- 6.3. Size and Frequency of Service. Each service shall be provided on a schedule agreed by CONTRACTOR and the MFD Customer, but at least weekly. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.9 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received one (1) time per week. The size of the Container (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size shall be sufficient to provide that no Solid Waste, Recyclables, or Organic Waste need be placed outside the Container on a regular basis.
- 6.4. Non-Collection. Except as set forth in Section 6.6, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Organic Waste from a MFD Customer that is not placed in a Container as appropriate or in a manner that is in excess of the Container capacity. In the event of non-collection, CONTRACTOR shall notify the Customer to discuss the reason for the non-collection. CONTRACTOR shall maintain a record of such notification during the term of this Agreement.
- 6.5. Additional Capacity. In the event a Customer requests Solid Waste, Recyclables or Organic Waste capacity in excess of that currently provided, CONTRACTOR shall be compensated for the provision of those additional Containers in accordance with the Rate Schedule set forth in Exhibit 1.
- 6.6. On-Call Collection Service. This service is available on one day for each full or partial Calendar Year, at no charge, to each MFD Customer property (not for each Dwelling Unit). CONTRACTOR shall be compensated for providing On-Call Collection Service more than one (1) time in any full or partial Calendar Year in accordance with the "additional on-call service rate" as set forth in Exhibit 1. This service will be governed by the following terms and conditions:
 - 6.6.1. General Conditions of Service. CONTRACTOR shall provide On-Call Collection Service to all MFD Customers in the Service Area whose material has been placed within at a location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.
 - 6.6.2. Bulky Items. Bulky Items shall be placed loose at the set-out location and shall be limited to the Collection of two (2) Bulky Items per Dwelling Unit in the MFD.
 - 6.6.3. Other Items. Universal Waste (except fluorescent tubes), E-Waste and CED's

shall be placed in bags, boxes or containers (each will be considered a Bulky Item).

6.6.4. Excess On-Call Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the “excess on-call collection capacity” service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

6.6.5. Scheduling On-Call Collection Service. CONTRACTOR, when requested by the authorized representative of the MFD Customer, shall provide the MFD with On- Call Collection Service on the Customer’s next regular Collection day or as agreed to between CONTRACTOR and Customer.

6.6.6. Non-Collection. In the event of non-collection, CONTRACTOR shall notify the Customer explaining why Collection was not made and how the item may be properly disposed of. CONTRACTOR shall not be required to Collect the following items as part of On-Call Collection Service:

6.6.6.1. Any single item that cannot be handled by two (2) people using a dolly (except for the purposes of this Section a box springs and mattress will not be considered as a single item);

6.6.6.2. Hazardous Waste, including anti-freeze;

6.6.6.3. Unacceptable Waste;

6.6.6.4. Concrete;

6.6.6.5. Dirt; or

6.6.6.6. Tires.

6.6.7. In the month of January, On-Call Collection Services shall be suspended in order for CONTRACTOR to collect Christmas trees.

6.7. Customer Education: At least once annually, CONTRACTOR will send education materials to each MFD Customer. CONTRACTOR shall visit each MFD Customer upon request of the County or Customer, and where CONTRACTOR identifies a need based on the MFD Customer’s compliance with Applicable Law.

7. Commercial Collection Services.

7.1. Default Capacity. CONTRACTOR shall provide each Commercial Customer with an amount and size of Solid Waste, Recyclables and Organic Waste Containers such that all Solid Waste, Recyclables and Organic Waste generated at such premises is adequately separated and contained. If a Commercial Customer disagrees with CONTRACTOR’s recommendation regarding the amount and size of Containers needed, or frequency of service, CONTRACTOR will refer the matter the County and the County will make the final decision.

7.2. Conditions of Service. CONTRACTOR shall provide Commercial Collection Service to all Commercial Customers in the Service Area whose Solid Waste, Recyclables and Organic Waste are properly containerized, placed in the location agreed to by CONTRACTOR and Customer, and is safely and efficiently accessible to CONTRACTOR’S Collection crew and vehicle.

7.3. Size and Frequency of Service. Each service shall be provided on a schedule agreed by CONTRACTOR and the Commercial Customer, but at least weekly. However, in those

instances where the scheduled Collection day falls on a holiday as set forth in Section 3.9 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received one (1) time per week. The size of the Container (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size shall be sufficient to provide that no Solid Waste, Recyclables, or Organic Waste need be placed outside the Container on a regular basis.

- 7.4. Non-Collection. CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Organic Waste from a Commercial Customer that is not placed in a Container as appropriate or in a manner that is in excess of the Container capacity. In the event of non-collection, CONTRACTOR shall notify the Customer to discuss the reason for the non-collection. CONTRACTOR shall maintain a record of such notification during the term of this Agreement.
- 7.5. Additional Capacity. In the event a Customer requests Solid Waste, Recyclables or Organic Waste capacity in excess of that currently provided, CONTRACTOR shall be compensated for the provision of those additional Containers in accordance with the Rate Schedule set forth in Exhibit 1.
- 7.6. Customer Education: At least once annually, CONTRACTOR will send education materials to each Commercial Customer. CONTRACTOR shall visit each Commercial Customer upon request of the County or Customer, and where CONTRACTOR identifies a need based on the Commercial Customer's compliance with Applicable Law.

8. Roll-Off Collection Services and Temporary Collection Services.

- 8.1. Collection Services. Roll-Off Collection Services and Temporary Collection Services to be performed by CONTRACTOR shall include the following:
 - 8.1.1. Upon a Customer's request, CONTRACTOR shall deliver or pick-up Bin(s) and Roll-Off Container(s) in the capacity and number agreed upon between CONTRACTOR and Customer within two (2) Work Days of any Person's request. CONTRACTOR will Collect all Solid Waste, Recyclables, Organic Waste and Construction and Demolition Debris discarded in said Bin(s) or Roll-off Container(s) at the frequency requested by Customer. CONTRACTOR shall be compensated for such services at the rates set forth in Exhibit 1.
 - 8.1.2. Customers may keep Bins and Roll-Off Containers for five (5) Work Days, not counting the delivery and removal days. After five (5) Work Days, not counting the delivery and removal days, CONTRACTOR may charge the Customer a demurrage surcharge as set forth in Exhibit 1.
 - 8.1.3. Provision, maintenance, and replacement of all Containers and receptacles required for the provision of all Temporary Collection Services; and
 - 8.1.4. Transfer of Construction and Demolition Debris to the appropriate Construction and Demolition Debris Processing Facility designated under this Agreement for separation and processing.
 - 8.1.5. Customers may not mechanically compact materials in CONTRACTOR-provided Roll-Off Containers or Bins, except by use of CONTRACTOR-provided compaction equipment.
- 8.2. Processing of Construction and Demolition Debris.

8.2.1. All Construction and Demolition Debris Collected shall be visually inspected by CONTRACTOR to estimate if the load contains sixty-five (65) percent or more of divertible Construction and Demolition Debris. If so, the Construction and Demolition Debris shall be delivered to a Construction and Demolition Debris Processing Facility for the purpose of maximizing the rate of Diversion from the landfill.

8.3. Rates. The rates for Temporary Collection Services shall be as specified in the rate schedule set forth in Exhibit 1.

8.4. Records. CONTRACTOR will conduct proper record keeping ensure that the Construction and Demolition Debris materials are Diverted to the extent possible and the amount disposed and amount Diverted are properly recorded and reported.

9. **Other Services.**

9.1. Christmas Tree Collection. Except as set forth in Section 9.1.1, CONTRACTOR shall Collect Christmas trees from SFD Customers and MFD Customers within the Service Area during the first two weeks of each Calendar Year during the term of this Agreement at no additional charge to the Customer or to COUNTY. Christmas trees must be stripped of ornaments, garlands, tinsel, flocking and stands and shall be Collected at the curb or designated set out site. Regarding services to MFD Customers, the property manager will contact CONTRACTOR to schedule a Roll-Off Container, which will be delivered by CONTRACTOR and placed at a location agreed between CONTRACTOR and the property manager.

9.1.1. Contaminated Christmas Trees. Christmas trees that are not prepared as required above are not required to be Collected. In the event of non-collection CONTRACTOR shall notify the Customer explaining why Collection was not made and how the tree may be properly disposed of.

9.1.2. Diversion. CONTRACTOR shall Divert all Christmas trees that it Collects except for those that are contaminated.

9.2. Annual Roll-Off Collection Service Event for Employee Housing Sites. This event shall be provided one (1) time per full or partial Calendar Year at no additional charge to the Customer; this service is in addition to the Customer's normal Solid Waste, Recyclables and Organic Waste Collection Services. CONTRACTOR shall be compensated for providing additional Roll-Off Collection Service events more than one (1) time in any full or partial Calendar Year in accordance with the rates set forth in Exhibit 1. Annually, COUNTY will provide to CONTRACTOR a list of eligible Employee Housing Sites. This service will be governed by the following terms and conditions:

9.2.1. General Conditions of Service. CONTRACTOR shall provide Roll-Off Collection Service at a service level determined by CONTRACTOR, to Employee Housing sites identified annually by COUNTY in the Service Area, whose material has been placed in a CONTRACTOR provided Roll-Off Container in a location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

9.2.2. Excess Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

9.2.3.Non-Collection. In the event of non-collection CONTRACTOR shall notify the Customer explaining why Collection was not made and how the material may be properly disposed of. CONTRACTOR shall not be required to Collect the following items as part of providing On-Call Collection Service to Employee Housing Customers:

- 9.2.3.1. Any single item that cannot be handled by two (2) people using a dolly
- 9.2.3.2. Universal Waste
- 9.2.3.3. Hazardous Waste, including anti-freeze;
- 9.2.3.4. Unacceptable Waste;
- 9.2.3.5. concrete;
- 9.2.3.6. dirt; or
- 9.2.3.7. tires.

9.2.4.Notice to Customers and Workers. If Roll-Off Collection Service is requested at least thirty (30) days prior to the Collection Day, CONTRACTOR and County will provide Employee Housing Customers with the following written information in English and Spanish:

- 9.2.4.1. (1) The specific date and approximate time, (2) educational materials encouraging Customers' workers to utilize the service (3) CONTRACTOR contact.
- 9.2.4.2. Such written material shall be provided to Customer in reasonable quantities as requested by Customer. CONTRACTOR shall not be responsible for the placement of the written materials at the Employee Housing site.

9.3. Participation in Central Coast Recycling Media Coalition (CCRMC). CONTRACTOR will regularly participate in activities of the CCRMC, including the following: attending meetings, helping develop media campaigns, contributing to subcommittee activities, and making an annual financial contribution of at least \$8,400, adjusted by the CPI (as defined in Exhibit 2) at the same time as the service rates under Section 11.12.

9.4. COUNTY Clean-Up Services.

9.4.1. Each full or partial Calendar Year during the term of this Agreement CONTRACTOR shall, at no charge to COUNTY, provide for a maximum 1,000 cubic yards of COUNTY Clean-up Service capacity.

9.4.2. CONTRACTOR shall, in response to the written request of the Contract Administrator, deliver and collect Roll-Off Containers for use in COUNTY clean-up programs. The Contract Administrator shall notify CONTRACTOR in writing not less than five (5) Work Days prior to the date of the service. The notice to CONTRACTOR shall specify the date of delivery and Collection of the Roll-Off Containers, the location(s) for delivery, and the number of and size of the Roll-Off Containers to be delivered. CONTRACTOR shall transport and deliver the Collected materials to such facilities as are appropriate for the disposition of the Collected materials.

9.4.3. With the prior written consent of the Contract Administrator, CONTRACTOR may provide for the Collection of materials at a COUNTY Clean-up Service event in a

vehicle or Container other than a Roll-Off Container. However, in the event CONTRACTOR elects to utilize this alternative Collection process, CONTRACTOR is responsible for obtaining documentation of the weight of the materials Collected, Diverted and Disposed (may be estimates) in a manner that is acceptable to COUNTY.

9.5. Large Venue Collection Service. CONTRACTOR shall provide for the Collection, transportation and processing or Disposal of Solid Waste and Recyclables at large venue type events each full or partial Calendar Year as requested by Customer. CONTRACTOR shall provide each large venue event Customer with such number of Solid Waste Bins or Roll-off Containers as requested and the appropriate volume of Recyclables Containers, and Organic Waste Containers, as applicable. For those events not included in Exhibit 11, CONTRACTOR shall be compensated for the provision of Containers at the service rates as set forth in Exhibit 1 to this Agreement. For those events included in Exhibit 11, CONTRACTOR shall not be compensated.

9.5.1. Prior to providing these services at an event, CONTRACTOR will, upon request, meet with the event promoter to determine the best way to maximize diversion at the event. At Customer's request, CONTRACTOR shall provide effective means to differentiate Solid Waste from Recyclables and Organic Waste Containers. The event promoter is responsible for ensuring proper source-separation of materials generated at the event and that materials are placed in the proper Container provided by the CONTRACTOR. In the event CONTRACTOR determines that material in the Recyclables or Organic Waste Containers is contaminated to the extent that it should not be disposed of as Recyclables or Organic Waste, the contaminated Recyclables or Organic Waste shall be treated as Solid Waste. CONTRACTOR shall use its best judgment to determine when the Bins are to be emptied, except that Bins shall be emptied prior to overflowing or when in the opinion of the Contract Administrator they are creating a publicnuisance.

9.5.2. Additional Recyclables and Organic Waste Capacity. Upon request of a large venue Customer, CONTRACTOR shall provide additional Recyclables and Organic Waste capacity as requested. For those events not included in Exhibit 11, CONTRACTOR shall be compensated for the provision of those additional Bins or Roll-off Containers in accordance with the Rate Schedule set forth in Exhibit 1. For those events included in Exhibit 11, CONTRACTOR shall not be compensated for the provision of additional Recyclables and Organic Waste capacity.

9.5.3. Modifications to Exhibit 11. Exhibit 11 may be modified as set forth in Section 19.11.

9.6. Abandoned Waste.

9.6.1. Each week, Monterey County Public Works Staff will collect waste abandoned alongside unincorporated County roads and may deliver it to Madison Lane (1120 Madison Lane, Salinas) and/or Jolon Road Transfer Station (52654 Jolon Road, King City 93930) during normal operational hours at no cost to County. The tonnage and divertible material will be accounted for by the scale house upon entrance to the transfer station and reported to the COUNTY as part of the monthly report submitted on the 20th of each month.

9.6.2. The amount of total waste accepted from both above-referenced locations is limited to a disposal cost of \$80,000.00 per year and shall be adjusted annually on

January 1st by the CPI. COUNTY and CONTRACTOR staff will monitor the program to ensure disposal costs do not exceed the prescribed amount. Should the disposal costs reach the limit set, CONTRACTOR will bill Monterey County Public Works for the additional disposal costs.

9.7. Community Drop Off Events.

9.7.1. CONTRACTOR shall provide the COUNTY six (6), one-day “Community Drop- Off Events” per year, on days agreed upon by COUNTY and the CONTRACTOR. For each event, CONTRACTOR shall provide Roll-Off Containers for the collection of Solid Waste, Green Waste, and Bulky Items from SFD Customers. The CONTRACTOR will work with the COUNTY to coordinate the event day at least one month in advance, and will be responsible for advertising the event at least two weeks in advance. The event will be monitored by CONTRACTOR and each Container will be removed and dumped at the end of the event. All materials will be delivered to the designated disposal/processing facility.

9.8. Emergency Services. In the event of a “Declared Emergency,” the Contract Administrator may grant CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed.

9.8.1. Emergency Service Compensation. CONTRACTOR shall provide emergency services (i.e., special collections, transport, processing and disposal) at COUNTY’S request in the event of major accidents, disruptions, or natural calamities. CONTRACTOR shall be capable of providing emergency services within twenty- four (24) hours of notification by COUNTY or as soon thereafter as is reasonably practical in light of the circumstances. Emergency services which exceed the scope of work under this Agreement and which are not compensated as special services in accordance with Exhibit 1, or through reimbursement by the Federal Emergency Management Agency (FEMA) shall be compensated through extraordinary rate review procedures as set forth in this Agreement.

9.8.2. Emergency Service Backup Plan. Except for the occurrence of strikes, lockouts and other labor disturbances, which are governed by the provision of Section 29 of this Agreement, CONTRACTOR shall implement an emergency service backup plan agreed upon by CONTRACTOR and COUNTY, if for any reason CONTRACTOR fails, or is unable for a period of forty-eight (48) hours to Collect and/or at any time to transport Solid Waste or any portion thereof to an appropriate facility and the County Director of Health determines there is danger to the public health, safety, or welfare.

9.8.3. Reporting. CONTRACTOR will cooperate with COUNTY, the State of California and federal agencies in filing information related to a regional, state or federal declared state of emergency or disaster as to which CONTRACTOR has provided Collection Services under this Section.

9.9. Recycling Coordinator. CONTRACTOR shall provide one (1) full-time equivalent (FTE) recycling coordinator whose time shall be dedicated full time to COUNTY during the term of the Agreement and whose function during normal business hours of each Work Day shall be to provide services related to meeting the diversion requirements of the

Agreement.

- 9.10. News Media Relations. CONTRACTOR shall notify the Contract Administrator by e-mail or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of CONTRACTOR'S receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, CONTRACTOR will discuss CONTRACTOR'S proposed response with the Contract Administrator.
- 9.10.1. Copies of draft news releases or proposed trade journal sections related to the provision of Collection Services under this Agreement shall be submitted to COUNTY for prior review and approval at least five (5) Work Days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to COUNTY simultaneously with CONTRACTOR'S submittal to such regulatory agency.
- 9.10.2. Copies of sections resulting from media interviews or news releases shall be provided to COUNTY within five (5) Work Days after publication.
- 9.11. Waste Generation and Characterization Studies. CONTRACTOR agrees to participate and cooperate with COUNTY and its agents in all Solid Waste generation and characterization studies conducted no more frequently than once each Agreement Year, at no cost to COUNTY, including modification of routes, separate Collection of an individual Customer's Solid Waste, and delivering targeted loads of Solid Waste to a location or locations designated by COUNTY.
- 9.12. Customer Satisfaction Surveys. The Contractor will distribute to Customers, at minimum once monthly at random, with an active email address on file, to participate in a digital survey. The survey focuses on core questions related to the customer's overall relationship with the CONTRACTOR, then expands into targeted questions regarding the customer's service experience with the CONTRACTOR. Upon request from the County, and in a format agreed upon by the County and CONTRACTOR, CONTRACTOR, at its expense, will send additional surveys relating to customer satisfaction and CONTRACTOR programs.
- 9.13. COUNTY Use of Contractor Materials. Reports, Customer education materials, and other information provided by CONTRACTOR to COUNTY under this Agreement may be used by COUNTY at its discretion, subject to CONTRACTOR's intellectual property rights.
- 9.14. Recycled Materials.
- 9.14.1. Supplies. CONTRACTOR will use reasonable business effort to purchase office supplies and all paper products with post-consumer recycled content.
- 9.14.2. Paper. CONTRACTOR will use paper having not less than 30% recycled paper content and 10% post-consumer recycled paper content for all correspondence with Customers (including Customer subscriptions billing, newsletters and notices) and COUNTY.
- 9.14.3. Recycled Content Policies. CONTRACTOR will use reasonable business efforts to comply with any recycled content procurement policy that COUNTY may adopt.
10. **Billing and Performance Reviews.**

- 10.1. Annual Performance and Billing Review. At COUNTY'S sole discretion, within thirty (30) days after written notification to CONTRACTOR, COUNTY may conduct an annual performance and billing review. The review will be performed by COUNTY or a qualified firm under contract with COUNTY. COUNTY shall have the final responsibility for the selection of the firm but shall seek and accept comments and recommendations from CONTRACTOR.
 - 10.2. Purpose. The review shall be designed to meet the following objectives:
 - 10.2.1. Verify that Customer billing rates have been properly calculated and they correspond to the level of service received by the Customer.
 - 10.2.2. Verify that franchise fees, and other fees required under this Agreement have been properly calculated and paid to COUNTY.
 - 10.2.3. Verify CONTRACTOR'S compliance with the reporting requirements and performance standards of the Agreement.
 - 10.2.4. Verify the diversion percentages reported by CONTRACTOR.
 - 10.3. Funding of the Performance and Billing Reviews. During the initial term of this Agreement as set forth in Section 2.1, CONTRACTOR shall be responsible for paying performance and billing reviews costs in the amount of **Seventy Thousand Dollars (\$70,000.00)**, adjusted by the CPI the same time as the Collection Service rates under Section 11.12. However, in the event that this Agreement is extended as provided in Section 2.1, CONTRACTOR shall be responsible for paying additional performance and billing reviews costs in the amount of **Seventy Thousand Dollars (\$70,000.00)** adjusted by the CPI at the same time as the Collection Service under Section 11.12. Nothing in this Section shall prohibit COUNTY from conducting additional performance and billing reviews at COUNTY'S own expense.
 - 10.4. CONTRACTOR'S Cooperation. CONTRACTOR shall cooperate fully with the review and provide all requested relevant data, including operational data, financial data and other data requested by COUNTY, within thirty (30) Work Days of receipt of the request. CONTRACTOR will be given additional time if reasonably necessary. Failure of CONTRACTOR to cooperate or provide the requested documents in the required time shall be considered an event of default.
11. **Billing and Payment.**
- 11.1. Generally. CONTRACTOR shall: (i) bill Customers for Collection Services; (ii) collect payment for those services; (iii) maintain billing and payment records; (iv) provide for the collection of delinquent payments and bad debts; (v) provide bad debt information to COUNTY so it may initiate special assessments; and (vi) remit franchise and diversion program and contract administration fees to COUNTY monthly in accordance with this Section. CONTRACTOR shall make arrangements to allow Customers to pay bills by cash, check, electronic check, money order and credit card either electronically, by mail, over the phone, or in person; provided however that CONTRACTOR is entitled to charge a convenience fee per transaction for payments submitted by Customers via credit card, debit card, and/or digital wallets (including payment services).
 - 11.2. Invoices. SFD Collection Services shall be invoiced quarterly in advance of services provided or as otherwise scheduled by CONTRACTOR and approved by the COUNTY. Commercial and MFD Collection Services shall be billed monthly in advance of services

provided or as otherwise scheduled by CONTRACTOR and approved by the COUNTY. Temporary Collection Services shall be billed in arrears of the provision of service although a deposit may be required in advance. Invoices shall be in format approved by COUNTY and shall not separately identify, list or itemize the Contractor service fee component, franchise fee component, the diversion programs and administration fee, or such other components as may be added by COUNTY during the term of this Agreement.

- 11.3. Delinquent Service Accounts. CONTRACTOR may consider a Customer account to be delinquent thirty (30) days from the date of an invoice. CONTRACTOR may charge a delinquent Customer a late fee which is the greater of \$5.00 dollars, or 1.5% per month (not compounded). CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts. CONTRACTOR shall pursue collection efforts for at least sixty (60) days after accounts become delinquent before referring them to the County for special assessment. Such collection efforts may include sending late payment notices and telephone requests for payment.

11.3.1. In its monthly reports, CONTRACTOR will provide Contract Administrator with a list of those Customers whose accounts have become delinquent in the current month. In no event, shall CONTRACTOR cease provision of Collection Services to any SFD Customer due to non-payment. However, CONTRACTOR may reduce SFD Customers whose accounts have become delinquent to the default service level. CONTRACTOR may request authorization from COUNTY to reduce or stop service for MFD or Commercial Customers whose accounts have become delinquent. CONTRACTOR may stop service regarding delinquent Temporary Collection Services.

- 11.4. Special Assessment. In conformance with California Government Code § 25831, CONTRACTOR shall determine which Customers (SFD, MFD and Commercial) are at least sixty (60) days or more delinquent in payment of their bill. CONTRACTOR will mail four (4) notices to delinquent Customers and each affected property owner. Such notices shall be mailed on or about the second week of January, February, March and April. COUNTY shall have the right to review and revise the content and layout of the notice to property owners and Customers, and such revisions shall be incorporated by the CONTRACTOR prior to mailing. CONTRACTOR agrees that it will use the most current data of property owners compiled by the County Tax Assessor's Office when mailing such notices.

11.4.1. CONTRACTOR shall provide the COUNTY a list of the delinquent accounts that have not paid by the second business day in June in time for an annual administrative hearing on all delinquent accounts each year and later placement as a special assessment on the tax rolls. CONTRACTOR shall exercise reasonable efforts as described in this Section to achieve collection of the bill prior to passing it on to the COUNTY for placement on the tax rolls. COUNTY shall include delinquent accounts submitted by CONTRACTOR to COUNTY for special assessment on the next August tax rolls, provided CONTRACTOR has sent all Customer delinquency notices required under this Section. COUNTY shall reimburse Contractor for delinquent payments that are placed on the tax roll upon collection of those payments from the property owner and within ninety (90) days of receipt by the COUNTY. COUNTY special assessment payments to CONTRACTOR shall be considered "gross revenue" for purposes of calculating franchise fee payments.

- 11.4.2. Regarding Roll-Off Collection Services and Temporary Collection Services, if the Customer is also the owner of the property at which CONTRACTOR services were provided, then delinquent accounts may be included for special assessment.
- 11.5. COUNTY information on invoices. At COUNTY direction, at least four (4) times each Agreement Year, CONTRACTOR will print textual information provided by COUNTY on Customer invoices.
- 11.6. COUNTY inserts. At COUNTY direction, up to four (4) times each Agreement Year, CONTRACTOR will enclose inserts provided by COUNTY or designed by CONTRACTOR and agreed upon with COUNTY with invoices that CONTRACTOR sends to Customers.
- 11.7. Partial Month Service. If, during a month, a Customer is added to or deleted from CONTRACTOR'S Service Area, CONTRACTOR'S billing shall be pro-rated based on the weekly service rate (the weekly service rate shall be the service rate established in Exhibit 1 divided by four (4), times the number of actual weeks in the month that service was provided to the Customer.
- 11.8. Low Income Discount. To qualify for the low income discount, SFD Customers must submit their power, water or telephone bills indicating that their Residential Dwelling qualifies for discounted rates from the power, water or telephone provider on the basis of financial need, such as commonly referred to "Life-line" services. CONTRACTOR may require SFD Customers to re-qualify each twelve (12) months. Upon request, CONTRACTOR will report to the Contract Administrator the names, addresses and service information of those customers that qualify for low income discount. CONTRACTOR shall invoice Customers qualifying for the low income discount at an amount equal to eighty-five (85) percent of the standard Collection Service rate as set forth in Exhibit 1.
- 11.9. Methods of Payment. CONTRACTOR shall provide the means for Customers to pay bills through the following methods: cash, checks, credit cards, internet payment service and/or automatic withdrawal from bank account. CONTRACTOR shall accept Customer payments at CONTRACTOR'S payment site.
- 11.9.1. Accounts that pay their invoices using credit cards, debit cards and digital wallets may be subject to a convenience fee (\$1.99 per transaction for residential service; \$9.99 per transaction for commercial service; fee amount subject to change.) The convenience fee amount will be disclosed to customers during the bill payment process and customers will have the opportunity to consent to the convenience fee, or to pay their invoices by direct electronic debit from a bank account (e.g., Automated Clearing House or ACH network in the U.S. / Pre-Authorized Debit or PAD in Canada).
- 11.10. Service Rate Components. Collection Service rates, fees and surcharges shall consist of some combination of the following elements: a Contractor service fee component, a franchise fee component, a diversion programs and contract administration fee component, and such other components as may be added by COUNTY during the term of this Agreement.
- 11.11. Full Compensation. The Contractor service fee component of the Collection service rates, fees and surcharges charged and collected by CONTRACTOR as provided for in this Section and as set forth in Exhibit 1 shall be the full, entire, and complete

compensation due to CONTRACTOR pursuant to this Agreement for all costs necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

11.12. Adjustments to Service Rates, Surcharges and Fees. Beginning on January 1, 2026 and annually thereafter, subject to CONTRACTOR'S compliance with all provisions of this Section, each Collection Service rate, fee or surcharge as set forth in Exhibit 1 (the "Rates") to this Agreement shall be adjusted by the Refuse Rate Index as set forth in Section 11.13.1 below.

11.13. Refuse Rate Index (RRI) Adjustment. The RRI adjustment shall be the sum of the weighted percentage change in the annual average of each RRI index number between the base calendar year, which shall be the prior preceding 12 month period ending June 30 and the preceding 12 month period ending June 30 and the percentage change in the most recently approved Disposal tip fee charged to CONTRACTOR at the SVSWA Disposal Facility and/or the MRWMD Disposal Facility, as appropriate, and the prior tipping fee (from the most recently approved tip fee), at the time the RRI is submitted to the County. Therefore, the first rate adjustment will be based on the percentage changes between the Annual Average of the RRI indices for the 12 month period ending June 30, 2025 and the Annual Average of the RRI indices for the 12 month period ending June 30, 2024. The RRI shall be calculated using the RRI methodology included in Exhibit 2.

11.13.1. Annual Rate Adjustment.

11.13.1.1. On January 1, 2026, and annually thereafter, the service rates, fees and surcharges set forth in Exhibit 1 shall be adjusted by multiplying them by the RRI percentage adjustment.

11.13.1.2. However, in any year that the calculation of the RRI results in a negative number, there shall be no adjustment of those service rates, fees and surcharges.

11.13.1.3. In the subsequent year the negative RRI number from the prior year shall be added to the result of the subsequent years RRI calculation, and the result shall be the RRI percentage for that subsequent year, ("adjusted RRI percentage").

11.13.1.4. The subsequent year rate adjustment shall consist of multiplying the appropriate service rate, fee or surcharge by the adjusted RRI percentage.

11.13.1.5. Annual adjustments shall be made only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

11.13.2. Financial Information. On or before August 1st of each year, during the term of this Agreement, CONTRACTOR shall deliver to COUNTY financial information for the specific services performed under this Agreement for the preceding full or partial Calendar Year. Such financial information shall be in the format as set forth in Exhibit 2, or as may be further revised by COUNTY from time to time. If CONTRACTOR fails to submit the financial information in the required format by August 1st, it is agreed that CONTRACTOR shall be deemed to have waived the annual rate adjustment for that year.

- 11.13.3. If CONTRACTOR'S failure to submit the financial information required under Section 11.13 is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the Contract Administrator, COUNTY, at its sole discretion, may consider the request for the annual rate adjustment.
- 11.13.4. Within seven (7) days following the Board's approval of the rate adjustment, the Contract Administrator shall notify CONTRACTOR of the adjustment to the affected service rates to take place on the subsequent January 1st.
- 11.14. Retroactive Adjustments. In the event of a change in a governmental, quasi-governmental, franchise, regulatory fee, or tipping fee which becomes effective at some time other than January 1st of any year, CONTRACTOR shall be compensated for such increase through the inclusion of a "retroactive element" in the next rate adjustment. COUNTY and CONTRACTOR agree that the "retroactive element" shall be an amount needed to compensate CONTRACTOR for increases in fees paid during the period from the inception of the fee increase through the subsequent December 31st and shall not include interest, overhead, or any other costs of any type. The "retroactive element" shall only be included in the rate structure for twelve (12) months or that period necessary to allow CONTRACTOR to recover all retroactive amounts, if less than twelve (12) months, and shall be removed prior to calculating the rates to be set as of the subsequent January 1st.
- 11.15. Adjustments to Franchise Fee Component. The franchise fee component shall be adjusted as needed so that it always equals:
- 11.15.1. the Contractor service fee component
 - 11.15.2. divided by
 - 11.15.3. 1 minus the authorized franchise fee percentage
 - 11.15.4. multiplied by
 - 11.15.5. the authorized franchise fee percentage.
- 11.16. CONTRACTOR'S Payments to COUNTY. CONTRACTOR shall make payment to COUNTY of the diversion programs and administration fee, and the franchise fee, as set forth below, and such other fees as may be specified in this Section or as provided for in Section 11.17 below, and any other outstanding fees or obligations, together with a late fee equal to one and one half (1.5) percent per month (not compounded) of the amount of any payment obligations that are delinquent.
- 11.16.1. Franchise Fee. The franchise fee shall be a percentage of CONTRACTOR'S gross revenue collected each month under the terms of this Agreement. Except as set forth below, gross revenue shall specifically include revenue received by CONTRACTOR from any entity, including Federal, State, County or other local facilities within the Service Area for the provision of Collection Services by CONTRACTOR. Payment to COUNTY of the franchise fee shall be due on the twentieth (20th) day of the month following the month the franchise fees are collected. Each such franchise fee payment shall be accompanied by an accounting, which sets forth CONTRACTOR'S gross revenues collected, during the preceding month. Such accounting shall be in a form and manner that is acceptable

to COUNTY. The franchise fee percentage shall be ten (10) percent during the term of this Agreement unless adjusted by COUNTY.

11.16.1.1. Revenues derived from Collection Services provided to Federal, State or County local agencies at the rates set forth under the terms of this Agreement shall be considered “gross revenues” for purposes of calculating franchise fees. Notwithstanding the foregoing, if the Federal, State or County local agency receives Collection and/or Disposal services outside the scope of this Collection Agreement, or otherwise invokes its legal rights to pay fees for services excluding any portion of franchise fees, then such revenues shall not be considered “gross revenues” hereunder for purpose of payment of franchise fees to COUNTY.

11.16.2. Diversion Programs and Administration Fee. For the period beginning January 1, 2025 through the term of this Agreement, the diversion programs and administration fee shall be \$800,000 per Agreement Year (adjusted by the CPI index as set forth in Exhibit 2 RRI at the same time as the Collection Service rates as set forth in Section 11.13.1), payable to COUNTY on the twentieth (20th) day of each month beginning January 2025 and monthly thereafter during the term of this Agreement in twelve (12) equal installments each Agreement Year. Diversion programs and administration fee payments shall not be based on gross revenues billed or collected.

11.16.3. Negotiation Fee. No later than thirty (30) calendar days of the execution of this Agreement by the Board, CONTRACTOR shall pay to COUNTY a one-time, lump sum payment in the amount of One Hundred Thousand Dollars (\$100,000.00), in consideration of the right of negotiation granted by the COUNTY.

11.17. Other Fees. COUNTY may set such other fees as it deems necessary.

11.18. Acceptance of Payment. No acceptance by COUNTY of any payment shall be construed as an accord that the amount is in-fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim COUNTY may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recompilation by COUNTY. If, after the audit, such recompilation indicates an underpayment, CONTRACTOR shall pay to COUNTY the amount of the underpayment and shall reimburse COUNTY for all reasonable costs and expenses incurred in connection with the audit and recompilation within thirty (30) Work Days of receipt of written notice from COUNTY. If, after the audit, such recompilation indicates an overpayment, COUNTY shall notify CONTRACTOR in writing of the amount of the overpayment. CONTRACTOR may offset the amounts next due following receipt of notice of overpayment by the amount specified therein.

11.19. Billing Records. CONTRACTOR shall keep records, electronically or paper, of all billing documents and Customer account records, including but not limited to, invoices, receipts, and collection notices, each in chronological order, for a period of three (3) years after the date of receipt or issuance.

11.20. Extraordinary Rate Review.

11.20.1. In addition to the annual adjustment, the Rates shall, upon written request of CONTRACTOR, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to

any one or more of the following causes: (a) Force Majeure event; (b) changes in Applicable Law that is effective after the Effective Date of this Agreement; (c) increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services; and (d) any other extraordinary circumstances or causes or reasons that are not within the reasonable control of CONTRACTOR.

11.20.2. If CONTRACTOR requests a Rate adjustment pursuant to this Section 11.20, it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The COUNTY may request documentation and data reasonably necessary to evaluate such request by CONTRACTOR, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the COUNTY shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by CONTRACTOR. The COUNTY shall approve all properly calculated Rate adjustments within ninety (90) days of CONTRACTOR's request, and the adjusted Rates shall be deemed to take effect as of the date of CONTRACTOR's request.

11.20.3. In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the COUNTY shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Customers by the date the same are effective.

11.21. Rates for Additional Services. If Customer requests Collection Services at a Container capacity and/or Collection frequency not provided in the rates adopted by the Board of Supervisors, following COUNTY Board approval of the Contractor Service Fee Component of that Rate, CONTRACTOR may charge Customer that Rate agreed upon with Customer. COUNTY and CONTRACTOR understand and agree that rates must be approved and established by the Board pursuant to County Code and that CONTRACTOR cannot charge Customer that Rate agreed upon with Customer until such time as said Rate is approved and established by the Board.

11.22. Change in Travel Costs. In the event a change in travel costs has been calculated as set forth in Section 19.9.4 of this Agreement, the calculated change shall be added to the RRI percentage if it is positive or subtracted from the RRI percentage if it is negative. The adjusted RRI percentage shall then be applied as set forth in Section 11.13.1.

12. County Diversion Requirement.

12.1. In the event that CalRecycle determines that the COUNTY has failed to meet the COUNTY's applicable annual Diversion goal(s), and such failure resulted from CONTRACTOR's breach of this Agreement, CONTRACTOR shall submit a plan to the COUNTY no later than two (2) months after the COUNTY provides notice of CalRecycle's determination of non-compliance which details additional steps and/or programs the CONTRACTOR may implement to assist the COUNTY with achieving its Diversion requirements, as well as the increased costs for which the CONTRACTOR would be reimbursed. The plan shall include:

12.1.1. A summary of additional Diversion improvement activities that the COUNTY can implement within its current programs without additional cost to the Customers(i.e.,

changes to public outreach messages, COUNTY Code changes, improved enforcement);

12.1.2. A summary of new or enhanced infrastructure or other Diversion improving activities or programs that could achieve the goal but would potentially require an increase to the Rates, and estimated Rate impacts to Customers for each option; and

12.1.3. CONTRACTOR and COUNTY shall meet to discuss the plan and the COUNTY shall decide the most appropriate option to implement to increase Customer Diversion levels.

13. Collection Routes.

13.1. Street Sweeping. CONTRACTOR will work with COUNTY staff and use good faith efforts to establish routes that allow for Collection on the day immediately preceding any street sweeping schedules in effect on the effective date of this Agreement.

13.2. Subsequent Collection Route Changes. CONTRACTOR shall submit to COUNTY, in writing, any proposed route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of implementation. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by COUNTY. CONTRACTOR shall not implement any route changes without the prior approval of the Contract Administrator. If the route change will change the Collection day for a Customer, CONTRACTOR shall notify those Customers in writing of route changes not less than thirty (30) calendar days before the proposed date of implementation.

13.3. CONTRACTOR Audit of Routes. In addition to any other auditing requirements under this Agreement, CONTRACTOR shall perform a comprehensive audit of all Customer Routes every full or partial three (3) Calendar Years. The purpose of this audit is to ensure that each Customer is receiving the service for which the Customer is being billed. Any information requested by COUNTY regarding testing protocols, audit results, and recommendations will be made available within thirty (30) days of the request by COUNTY.

14. Collection Equipment.

14.1. General Provisions. All equipment used by CONTRACTOR in the performance of services under this Agreement shall be of a high quality. The vehicles shall be designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing or falling from the vehicles. The bodies of any vehicle, or any Container, used in Collection or transportation of Solid Waste must have watertight beds of metal or impervious material that can be cleaned as required by Section 10.41.070 of the County Code. CONTRACTOR shall not use any Collection vehicle that has more than 250,000 miles unless such vehicle is a Rebuilt Vehicle.

14.2. Clean Air Vehicles. During the term of this Agreement, to the extent required by law, CONTRACTOR shall ensure that its Collection vehicles are in full compliance with local, State and federal clean air requirements that were adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be contained in CCR Title 13, Section 2020 et seq; the Federal EPA's Highway Diesel Fuel Sulfur regulations and any other applicable air

pollution control laws. Changes in regulations adopted or enacted after the effective date of this Agreement shall be subject to Section 19.1 of this Agreement.

14.2.1. Contractor's obligations and/or scope of services under this Agreement exclude any existing requirements regarding the future conversion of fleets, or any part thereof, to Zero-emissions (ZEV) or Near-zero-emissions (NZEV) vehicle(s) or the future acquisition, hiring or use of ZEVs or NZEVs under Applicable Law, including without limitation Sections 2015 et seq. of Title 13 of the California Code of Regulations. Should such existing Applicable Law apply to any Contractor's vehicles used in the provision of services under this Agreement during the Term, then the COUNTY and Contractor agree to meet and confer in good faith to amend this Agreement to incorporate provisions and obligations reasonably necessary to comply with such Applicable Law, and Contractor shall be entitled to a Rate adjustment in accordance with Section 11.20 for such change in Contractor's obligations and/or scope of services under this Agreement.

- 14.3. Bulky Items. Vehicles used for Collection of Bulky Items containing Freon or other gases shall not use compactor mechanisms or mechanical handling equipment that may release Freon or other gases from pressurized appliances.
- 14.4. Safety Markings. All Collection equipment used by CONTRACTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of COUNTY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.
- 14.5. Vehicle Signage and Painting. Collection vehicles shall be painted and numbered and shall have CONTRACTOR'S name and the number of the vehicle painted in letters of contrasting color, at least six (6) inches high, on each side and the rear of each vehicle. CONTRACTOR shall repaint all vehicles (including vehicles striping if appropriate) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the Contract Administrator.
- 14.6. Bin and Container Signage, Painting, and Cleaning. All metal Bins and Containers of any service type furnished by CONTRACTOR shall be either painted or galvanized. All Bins and Containers shall display CONTRACTOR'S name, CONTRACTOR'S toll-free customer service telephone number, and the number of the Bin and shall be kept free of graffiti and in a clean and sanitary condition. Bins and Roll-Off Containers provided by CONTRACTOR shall be cleaned by CONTRACTOR as frequently as necessary to maintain them in a sanitary condition. Upon receipt of notification by CONTRACTOR of graffiti on a Bin or Container, CONTRACTOR shall clean or replace such Bin or Container within five (5) Work Days. Bins and Containers will be subject to periodic, unscheduled inspections by COUNTY and determination as to sanitary condition shall be made by COUNTY.
- 14.7. Cart Signage, Painting, and Cleaning. All Carts shall display CONTRACTOR'S name, CONTRACTOR'S toll-free customer service telephone number, and other information required by SB 1383.
- 14.8. Collection Vehicle Noise Level. The noise level generated by vehicles using compaction mechanisms during the stationary compaction process will not exceed eighty (80) decibels at a distance of twenty-five (25) feet from the vehicle measured at an elevation of five (5) feet above ground level using the "A" scale of a standard sound level meter at

slow response, or applicable law, whichever is more stringent. All Collection vehicles shall be tested prior to providing Collection Services and thereafter upon notification by COUNTY of a noise complaint.

- 14.9. Vehicle Registration, Licensing and Inspection. CONTRACTOR shall maintain documentation to verify that each of CONTRACTOR'S Collection vehicles are in compliance with all registration, licensing and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other applicable laws or regulations, including a permit issued by County Department of Health, Environmental Health Division. Upon written request by the Contract Administrator, copies of such documentation shall be provided to COUNTY within five (5) Work Days of the request. CONTRACTOR shall not use any vehicle to perform Collection Services that is not in compliance with applicable registration, licensing and inspection requirements.
- 14.10. Equipment Maintenance. CONTRACTOR shall maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment shall operate properly and be maintained in a condition satisfactory to COUNTY. CONTRACTOR shall wash all Collection vehicles at least once a week. All washings shall be conducted in a manner that conforms to the BMP Guidelines for Non- Point Source Pollutants in the publication entitled Storm Water Best Management Practices Handbook for Industrial Commercial and shall comply with other regulations set forth by the jurisdiction in which the Collection vehicle is washed.
 - 14.10.1. Maintenance Log. CONTRACTOR shall maintain a maintenance log for all Collection vehicles. The log shall at all times be accessible to COUNTY by physical inspection upon request of Contract Administrator, and shall show, at a minimum, each vehicle's CONTRACTOR assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.
- 14.11. Equipment Inventory. On or before January 1, 2025, CONTRACTOR shall provide to COUNTY an inventory of Collection vehicles and major equipment used by CONTRACTOR for Collection or transportation and performance of services under this Agreement. The inventory shall indicate each Collection vehicle used by CONTRACTOR, assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the date of noise testing, the decibel rating, the maintenance status, and proof of compliance with Section 14.2. CONTRACTOR shall submit a written updated inventory upon request by the ContractAdministrator.
- 14.12. Reserve Equipment. CONTRACTOR shall have available to it, at all times, a reasonable number of reserve Collection equipment which can, to the extent needed to complete the Collection route, be dispatched within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by CONTRACTOR to perform the contractual duties.
- 14.13. Covering of Loads. All loads not in covered body trucks shall be tarped or restrained to prevent spilling.
- 14.14. Weight Restrictions. CONTRACTOR shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight

restrictions on vehicles. CONTRACTOR acknowledges that COUNTY may document compliance with this provision of the Agreement through review of scale tickets and records of the Disposal and processing facilities.

15. **CONTRACTOR'S Personnel.**

- 15.1. Personnel Requirements. CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. CONTRACTOR shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
- 15.2. Transfer of Personnel. COUNTY may request the transfer of any employee of CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of their duties.
- 15.3. Identification Badge. CONTRACTOR shall require its drivers, and all other employees who come into contact with the public, to wear a uniform or an identification badge clearly identifying the employee as an employee of CONTRACTOR. Employees shall also have embroidered on the uniform or prominently displayed on the badge, their name for identification by the Customer.
- 15.4. Valid License. Each driver of a Collection vehicle shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.
- 15.5. Applicable Laws. Each driver of a Collection vehicle shall at all times comply with all applicable state and federal laws, regulations and requirements.
- 15.6. Representation. CONTRACTOR'S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of COUNTY.
- 15.7. Safety Training. CONTRACTOR shall provide suitable operational and safety training for all of its personnel, including those who drive vehicles or operate other Collection equipment. Training will include live, on-the-job-training by supervisors. CONTRACTOR will train its drivers to identify Unacceptable Waste and comply with the Waste Screening Protocol set forth below.
- 15.8. Waste Screening Protocol. For all drivers, route supervisors, and any other employee that is reasonably likely to encounter Hazardous Waste, CONTRACTOR will develop and implement a Waste Screening Protocol in compliance with applicable law and including the following provisions:
 - 15.8.1. Awareness Level training meeting the requirements of 29 CFR 1910.120(q)(6)(i), including hazard evaluation methods, emergency preparedness, and emergency response plan implementation techniques with the intent that they learn who, what and how to report on the incident;
 - 15.8.2. Means of driver inspection, such as visual inspection during tipping of Containers into vehicles;
 - 15.8.3. Immediate driver response, such as load segregation and notification procedures, including notifying the Customer;
 - 15.8.4. Driver notification, such as calling CONTRACTOR'S dispatcher or route supervisor;

- 15.8.5. Customer notification, including description of proper means to dispose of Unacceptable Waste, by phone call and/or written material;
- 15.8.6. Notification of appropriate local agency or department (with contact phone number);
- 15.8.7. Appropriate action, such as segregation and containerization for manifesting and transport for Disposal as required by applicable law or securing services of permitted handling and transport company; and
- 15.8.8. Form, content and placement of labels on Containers that prohibit discard of Unacceptable Waste.

16. Public Education Programs.

16.1. Public Education and Outreach. CONTRACTOR, at its own expense, shall prepare, submit to COUNTY, and implement an annual (Calendar Year) Public Education and Outreach Program. The initial proposed action plan must be submitted for COUNTY approval on or before December 1, 2024 and annually thereafter no later than December 1 for the next Calendar Year.

16.1.1. Annual Public Education and Outreach Budget. The public education and outreach budget for January 1 through December 31 shall be \$75,000 (the "Annual Pub Ed Budget"). CONTRACTOR will not be required to spend more than the Annual Pub Ed Budget during any Calendar Year on matters contemplated by this Section 16 or elsewhere in the Agreement regarding public education and outreach. If CONTRACTOR does not spend the full Annual Pub Ed Budget in a particular Calendar Year, the difference shall be applied to the following year's Annual Pub Ed Budget. The Annual Pub Ed Budget will be adjusted each January 1 by the year over year change in average CPI-U.

16.1.2. School Education and Outreach. CONTRACTOR will provide diversion education and outreach services to all schools in the Service Area which subscribe to some or all of the Collection Services offered by CONTRACTOR. Such services may include classroom presentations, distribution of diversion and recycling materials, classroom curriculum, and provision of technical assistance to establish school facility recycling programs.

16.2. Annual Collection Service Notice. Each Calendar Year during the term of this Agreement, CONTRACTOR shall provide information to all SFD, MFD and Commercial Customers regarding Collection Service programs. To the extent appropriate, based on the category of Customers receiving the notice, said information shall contain at a minimum, definitions of the materials to be Collected, procedures for setting out the materials, the availability of on-call Collection of Bulky Items, Universal Waste, and E-Waste. The information shall be provided in English and Spanish.

16.3. Additional Programs and Services. CONTRACTOR shall provide additional services and programs as requested by COUNTY pursuant to Section 19 of this Agreement. In the event CONTRACTOR and COUNTY cannot reach an agreement for the requested service or program, COUNTY shall have the right to procure the service of other vendors or contractors to provide the requested service, provided such services provided by other vendors or contractors do not include Solid Waste, Recyclables, Organic Waste or other materials that CONTRACTOR has the exclusive right to collect under this Agreement.

17. **CONTRACTOR'S Facilities.**

17.1. CONTRACTOR Facilities.

17.1.1. Administrative Offices and Operation & Maintenance Yard. CONTRACTOR'S administrative offices and its operation and maintenance yard, to include the vehicle parking area (the "Local Office"), must be located within thirty-five (35) miles of the County Department of Health, Environmental Health Division primary office in Salinas, California, at the address referenced in Section 31.5 of this Agreement. CONTRACTOR'S Local Office shall provide a toll free telephone access to residents of COUNTY, shall be staffed by trained and experienced Customer Service Representatives (CSR's), and shall be located where Customers can pay bills for service in person. Such office shall have responsible persons in charge during Collection hours and shall be open during normal business hours, 8:00 a.m. to 5:00 p.m., Monday - Friday. During those times that the Local Office is closed, the CONTRACTOR shall provide self service options available at www.wm.com. Calls received after normal business hours shall be addressed the morning of the next Work Day.

17.2. Emergency Contact. Prior to January 1, 2025, CONTRACTOR shall provide the Contract Administrator with an emergency phone number where CONTRACTOR can be reached outside of the required office hours.

17.3. Multilingual; Relay Services. CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English and Spanish, as well as a relay service used by deaf and hard of hearing customers.

17.4. Customer Responsiveness.

17.4.1. Contractor shall maintain a toll-free phone line that can be called by Customers. Customers shall be able to reach a person on the toll-free phone line during normal working hours (M – F, 8 a.m. – 5:00 p.m.); such hours may be adjusted upon agreement of the parties. The primary customer service office will be located in the County.

17.4.2. Contractor bills, invoices and other business correspondence shall contain the Contractor's phone number.

17.4.3. Customers can contact Contractor through phone, email, online chat, WM App and website.

17.5. Customer Service Log. CONTRACTOR will utilize a Customer Service Log to maintain a record of all inquiries and complaints in a manner approved by COUNTY. The log shall include the information in a form and manner agreeable to COUNTY.

17.6. Bilingual Customer Correspondence. CONTRACTOR will print all letters, notices, bulletins, educational materials, and other correspondence with Customers in English and Spanish.

17.7. Website. CONTRACTOR shall develop and maintain a website describing services provided in the Service Area that is accessible by the public. The site shall be available to Customers and include answers to frequently asked questions, rates for all Collection Services, specifications for Recyclables and Organic Waste, Collection Service schedules, and other related topics. CONTRACTOR shall arrange for COUNTY'S website to include a link to CONTRACTOR'S website and CONTRACTOR'S website

shall contain a link to COUNTY'S web site. CONTRACTOR'S website shall contain all public education and outreach materials and correspondence distributed to Customers during the Calendar Year. CONTRACTOR'S website shall provide the public the ability to e-mail complaints to CONTRACTOR and to pay bills on-line.

18. Service Inquiries and Complaints.

- 18.1. CONTRACTOR'S Customer Service. All service inquiries and complaints shall be directed to CONTRACTOR. A representative of CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints will be handled by CONTRACTOR in a prompt and efficient manner. CONTRACTOR shall not refer or forward Customers to COUNTY for resolution of Complaints or answers to inquiries unless Customer insists, in which event CONTRACTOR will refer Customers to the Contract Administrator.
- 18.2. Response Requirements. For those complaints related to missed Collections that are received by 5:00 p.m. on a Work Day, CONTRACTOR shall have until the end of the following Work Day to resolve the complaint. For those complaints related to repair or replacement of Carts or Bins, the appropriate Articles of this Agreement shall apply.
- 18.3. Missed Collections. CONTRACTOR agrees that it is in the best interest of COUNTY that all Solid Waste, Recyclables, Green Waste, Bulky Items, U-Waste, E-Waste, CED's and Used Oil and Used Oil Filters be Collected on the scheduled Collection day. Accordingly, missed Collections will normally be Collected as set forth above regardless of the reason that the Collection was missed. However, in the event a Customer requests and receives missed Collection Services more than two (2) times each full or partial Calendar Year during the term of this Agreement, CONTRACTOR shall have the right to invoice the Customer for further missed Collection Services during the remainder of that Calendar Year at the rate set forth in Exhibit 1.

19. Modifications to the Agreement.

- 19.1. Agreement Modifications and Change in Law. COUNTY and CONTRACTOR understand and agree that the California legislature and the federal government have the authority to make comprehensive changes in solid waste management legislation and that these and other changes in state and federal law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. CONTRACTOR agrees that the terms and provisions of local ordinances or regulations, including the County Code and any Joint Powers Authorities Agreement (hereafter, "JPA Agreement") between COUNTY, Monterey Regional Waste Management District and the Salinas Valley Solid Waste Authority (hereafter, collectively referred to as "Joint Powers Authorities" or "JPA") as said JPA Agreement now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of CONTRACTOR located within the Service Area. In the event any future Change in Law, modifications to the JPA Agreement, or directed changes by COUNTY, materially alter the obligations of CONTRACTOR, then the affected compensation as established under this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. COUNTY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to Change in Law. When such modifications are made to this Agreement, COUNTY

and CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of CONTRACTOR due to any modification in this Agreement pursuant to this Article. COUNTY and CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. Modifications to this Agreement shall be made pursuant to Article 19 of this Agreement.

- 19.2. COUNTY Requested Service and Program Changes. COUNTY may request CONTRACTOR to perform additional services (including new diversion programs, additional public education activities, etc.), eliminate programs, or modify the manner in which it performs existing services. Changes in the minimum diversion requirement set forth in Article 12 of this Agreement, pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of Collection vehicles, and/or new requirements for Customers are included among the kinds of changes which COUNTY may request. Any such modified services must be agreed upon by the parties in writing. Upon approval by the County Board, CONTRACTOR shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.
- 19.3. CONTRACTOR Proposed Changes. CONTRACTOR may propose program changes to COUNTY in the manner set forth in Section 19.4 below. Upon approval by the County Board, CONTRACTOR shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.
- 19.4. Service Proposal. Within thirty (30) calendar days of receipt of a request for a service change from COUNTY, or when initiating a voluntary or involuntary proposal to change current programs, CONTRACTOR shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:
 - 19.4.1. Program objectives and goals to be used in measuring the success of the program as discussed in Section 19.6 below;
 - 19.4.2. Collection methodology to be employed (equipment, manpower, etc.);
 - 19.4.3. Equipment to be utilized (vehicle number, types, capacity, age, etc.);
 - 19.4.4. Labor requirements (number of employees by classification);
 - 19.4.5. Type of Carts or Bins to be utilized;
 - 19.4.6. Provision for program publicity, education, and marketing; and
 - 19.4.7. Five (5) year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.
- 19.5. Other Contractors. CONTRACTOR acknowledges and agrees that COUNTY may permit other contractors or companies besides CONTRACTOR to provide additional services not otherwise contemplated by this Agreement if CONTRACTOR and COUNTY cannot agree on terms and conditions, including compensation adjustments, of such services in one hundred twenty (120) calendar days from the date when COUNTY first requests a

proposal from CONTRACTOR to perform such services. This section does not apply to materials that CONTRACTOR has the exclusive right to collect under this Agreement.

- 19.6. Monitoring and Evaluation. At COUNTY'S request, CONTRACTOR shall meet with COUNTY to describe the progress of each new program and other service issues. At each meeting, COUNTY and CONTRACTOR shall have the opportunity to discuss revisions to the program. CONTRACTOR shall document the results of the new programs on a monthly basis, including at a minimum the tonnage diverted by material type, the end use or processor of the diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by CONTRACTOR and/or COUNTY necessary to evaluate the performance of each program.
- 19.7. Termination for Cause. COUNTY shall have the right to terminate a program or assign the program to a third party (provided it does not include services or materials for which CONTRACTOR has exclusive rights under this Agreement) for cause at no cost to COUNTY or COUNTY'S ratepayers if CONTRACTOR is not achieving the program's agreed to and defined goals and objectives. Prior to such termination or assignment, COUNTY shall meet and confer with CONTRACTOR for a period of up to ninety (90) calendar days to resolve COUNTY'S concerns. Thereafter, COUNTY may terminate the program or utilize a third party to perform these services if COUNTY reasonably believes CONTRACTOR cannot meet or is not meeting the agreed to and defined project goals and objectives. Notwithstanding these changes, CONTRACTOR shall continue the program during the ninety (90) day period and, in the event COUNTY elects to utilize a third party to continue the program, thereafter until the third party takes over the program.
- 19.8. Termination without Cause. COUNTY shall also have the right to terminate a program without cause. As a condition of the termination, COUNTY shall reimburse CONTRACTOR for all costs incurred for implementation and performance of the program that were identified in the program proposal prepared and submitted by CONTRACTOR and agreed to by COUNTY which have not been funded or otherwise recovered through program compensation at the time the program is terminated.
- 19.9. COUNTY Directed Changes in Facilities. If COUNTY requires that CONTRACTOR change Disposal or processing facilities, the Contractor Service Fee Component will be adjusted for any increase or decrease in CONTRACTOR'S direct costs, including transportation between the old and new facility, as follows:
 - 19.9.1. With respect to changes in the facilities in the boundaries of the SVSWA, the increase or decrease in transportation is measured by the shortest route between the COUNTY Department of Health, Environmental Health Division, located at 1270 Natividad Road, Salinas to the new facility that is legally traversable by Collection vehicles carrying their usual load of the appropriate material, although CONTRACTOR may choose a longer route for reason of time, traffic or other convenience without additional compensation. Distances from 1270 Natividad Road, Salinas are as follows:
 - 19.9.1.1. to Johnson Canyon Landfill, approximately 24.6 miles;
 - 19.9.1.2. to Madison Lane transfer station, approximately 3.4 miles;
 - 19.9.1.3. to Jolon transfer station, approximately 49.45 miles;

- 19.9.1.4. to ReGen Monterey, approximately 14.4 miles;
 - 19.9.1.5. to Johnson Canyon Landfill Green Waste Processing Facility approximately 24.6miles; and
 - 19.9.1.6. to Johnson Canyon Landfill Construction and Demolition Debris Processing Facility, approximately 24.6 miles.
- 19.9.2. With respect to changes in the facilities in the boundaries of the MRWMD, the increase or decrease in transportation is measured by the shortest route between the County Health Department located at 1200 Aguajito Road, Monterey to the new facility that is legally traversable by Collection vehicles carrying their usual load of the appropriate material, although CONTRACTOR may choose a longer route for reason of time, traffic or other convenience without additional compensation. The distances from the County Health Department located at 1200 Aguajito Road are as follows:
- 19.9.2.1. to Monterey Peninsula landfill, approximately 8.4 miles;
 - 19.9.2.2. to ReGen Monterey, approximately 8.4 miles;
 - 19.9.2.3. to Monterey Peninsula Green Waste Processing Facility, approximately 8.4 miles; and
 - 19.9.2.4. to Monterey Peninsula Construction and Demolition Debris Processing Facility, approximately 8.4 miles.
- 19.9.3. CONTRACTOR will submit documentation to the satisfaction of COUNTY demonstrating the number of Collection vehicles from identified routes, with dated weight tickets, establishing the increase or decrease in mileage for a one (1) month period.
- 19.9.4. The total increase or decrease in miles will be multiplied by the Collection vehicle travel cost per mile as set forth in Exhibit 1 to this Agreement to calculate the change in cost for one (1) month and annualized to calculate the change in cost for one (1) year. The one (1) year change in cost will then be divided by the gross revenue for the last complete twelve (12) month period to calculate the percentage change in travel costs. The percentage change shall be truncated at the second decimal point and shall be added to or subtracted from, as appropriate, in the next RRI calculation as set forth in Section 11.13.
- 19.10. Modification to Exhibit 10, COUNTY Facilities. In the event COUNTY requests a modification to Exhibit 10 to this Agreement due to an addition or deletion to the COUNTY Facilities, or a change in the container size or frequency of Collection as set forth in Exhibit 10, COUNTY shall notify CONTRACTOR of the change in writing at least thirty (30) days prior to the date of such change. The written notification shall include a revised Exhibit 10 for the review of CONTRACTOR. CONTRACTOR shall respond to the request for modification of Exhibit 10 by signing the revised Exhibit 10 and returning it to the COUNTY or requesting that a meeting be held between CONTRACTOR and COUNTY to discuss the requested modification. In the event COUNTY and CONTRACTOR are unable to agree on the modification, Exhibit 10 shall remain unmodified and COUNTY shall have the right to secure the services from another contractor. For purposes of this Section a change of the address of a COUNTY Facility included in Exhibit 10 is not considered a modification of Exhibit 10.

19.11. Modification to Exhibit 11, Large Venue Events. On or before October 1, 2025 and annually thereafter during the term of this Agreement, COUNTY shall provide CONTRACTOR with an amended Exhibit 11 showing the name, date and location of all large venue events for the upcoming Calendar Year. COUNTY shall have the right to unilaterally modify the specific events included on Exhibit 11 as long as the total number of "COUNTY sponsored" annual events does not exceed twelve (12) and as long as the estimated Collection capacity, in yards, of the added event does not exceed the median level of required Collection capacity, of four (4) yards of the events set forth on Exhibit 11 prior to the modification. In the event the COUNTY requests that CONTRACTOR provide Collection Services at large venue events in excess of the limitations set forth in this Section, CONTRACTOR shall provide such services at a price to be mutually agreed upon between CONTRACTOR and COUNTY. In the event CONTRACTOR and COUNTY cannot reach a mutually agreed price for the requested services CONTRACTOR shall provide such services in accordance with the rates set forth in Exhibit 1 to this Agreement.

20. Recordkeeping, Inspections, and Reporting.

20.1. Record Keeping.

20.1.1. Accounting Records. CONTRACTOR shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Customers for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Agreement.

20.2. Agreement Performance Records. CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

20.3. Reporting Requirements. Monthly and annual reports shall be prepared and submitted as set forth in Exhibit 7 in a form and manner acceptable to COUNTY. This list of requested information may be amended during the term of this Agreement at the discretion of the Contract Administrator.

20.3.1. Upon notification by the Contract Administrator that information reported by CONTRACTOR is incorrect, CONTRACTOR shall provide corrected information in the original format within three (3) Work Days unless a longer time is agreed to by COUNTY and CONTRACTOR.

20.4. Inspection. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Contract Administrator, COUNTY Counsel, COUNTY Auditor, or designee of any of these officers. Copies of such documents shall be provided to COUNTY for inspection at COUNTY offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR'S address indicated for receipt of notices in this Agreement.

20.5. Records Security. Where COUNTY has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR'S business, COUNTY may, by written request or demand of the

Contract Administrator, require that custody of the records be given to COUNTY and that the records and documents be maintained at COUNTY offices. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

21. Quality of Performance of CONTRACTOR.

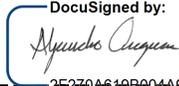
- 21.1. Intent. CONTRACTOR acknowledges and agrees that one of COUNTY'S primary goals in entering into this Agreement is to ensure that Collection Services are of the highest caliber, that Customer satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials Collected are put to the highest and best use to the extent feasible.
- 21.2. Service Supervisor. CONTRACTOR will provide the name of the service supervisor to be in charge of the Collection Services within the Service Area to COUNTY. At least thirty (30) calendar days prior to replacing the service supervisor, if possible, CONTRACTOR shall notify COUNTY in writing of the name and qualifications of the new service supervisor. CONTRACTOR shall insure that such replacement is qualified and experienced. The service supervisor's work place shall be physically located in the Service Area, at all times that CONTRACTOR is providing Collection Services. In addition the supervisor shall be available to the Contract Administrator through the use of telecommunication equipment, and be able to respond to voice messages within one (1) hour at all times that CONTRACTOR is providing Collection Services. In the event the service supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the service supervisor. The service supervisor shall provide COUNTY with an emergency phone number where the service supervisor can be reached outside of normal business hours.
- 21.3. Liquidated Damages. The parties further acknowledge that consistent and reliable Collection Services are of utmost importance to COUNTY and that COUNTY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in awarding the Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if CONTRACTOR fails to achieve the performance standards, or fails to submit required documents in a timely manner, COUNTY and COUNTY'S residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to COUNTY'S right to treat such non-performance as an event of default under Article 24, the parties agree that the liquidated damages amount defined in this Article represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to COUNTY, customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

COUNTY OF MONTEREY

USA WASTE OF CALIFORNIA, INC.

DocuSigned by:

 C7A30BA99CA8423...

DocuSigned by:

 2F270A619B804A9...

Elsa Mendoza Jimenez,

Alex Oseguera, President

Director of Health Services

CONTRACTOR agrees to pay (as liquidated damages and not as penalty) the following amounts:

LIQUIDATED DAMAGES		
Item		Amount
a.	Failure or neglect to resolve each complaint within the time set forth in this Agreement. (Section 18.2)	\$100.00 per incident per Customer.
b.	Failure to comply with the hours of operation as required by this Agreement. (Section 3.4)	\$100.00 per incident per day.
c.	Failure to properly return empty Carts or Bins to the point of Collection to avoid pedestrian or vehicular traffic impediments or to place Carts upright in excess of five (5) occurrences per quarter. (Section 3.5)	\$150.00 per incident per day.
d.	Failure to deliver or exchange Carts, Bins, or other Containers within the time required. (Section 3.7)	\$100.00 per incident per day.
e.	Failure to repair or replace damaged Carts, Bins, or other Containers within the time required. (Section 3.7.2 and 3.7.3)	\$100.00 per incident per day.
f.	Failure to timely install locks on Bins. (Section 3.7.4)	\$100.00 per incident per day.
g.	Commingling Solid Waste and Recyclables during Collection and/or transportation to the appropriate facility. (Section 3.14.1)	\$1,000.00 per incident.
h.	Commingling of materials Collected inside and outside the Service Area during Collection and/or transportation to the facility, except as agreed by the parties. (Sections 3.14.2 & 3.14.3)	\$1,000.00 per incident.
i.	Failure to timely clean up litter or spillage of material, or vehicle fluids caused by CONTRACTOR. (Section 3.15.3)	\$300.00 per incident per location.
j.	Damage to public streets within the Service Area caused by CONTRACTOR. (Section 3.15.5)	Actual cost of repair to COUNTY'S satisfaction at no cost to COUNTY.
k.	Failure to repair damage to Customer property caused by CONTRACTOR or its personnel. (Section 3.18)	\$500.00 per incident per location.

l.	Disposal of Recyclables or Organic Waste in the Disposal Facility without first obtaining the required permission of COUNTY. (Section 4.14)	\$1,000.00 per load.
m.	Failure to deliver any Collected materials to COUNTY approved Disposal Facility, Recyclables Processing Facility, C&D Facility or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement. (Sections 4.6 – 4.12)	\$5,000.00 first failure. \$25,000.00 eaach subsequent failure.
o.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day. (Various Sections)	\$1,000.00 for each route not completed.
p.	Failure to replace Used Oil and Used Oil Filter Containers within three (3) Work Days of notification of need for replacement in excess of five (5) occurrences per quarter. (Various Sections)	\$150.00 per incident per day.
q.	Changing routes without proper notification to COUNTY or Customers as appropriate. (Section 13.2)	\$500.00 per incident per day.
r.	Failure to timely conduct Route Audits. (Section 13.3)	\$150.00 per incident per day.
s.	Failure to display CONTRACTOR'S name and toll-free customer service phone number on Collection vehicles, Bins and other Containers. (Sections 14.5 - 14.7)	\$100.00 per incident per day.
t.	Failure to maintain equipment, vehicles, Carts, Bins and other containers in a clean, safe, and sanitary manner including the removal of graffiti. (Article 14)	\$100.00 per incident per day.
u.	Failure to properly cover materials in Collection vehicles. (Section 14.13)	\$300.00 per incident.
v.	Failure to have CONTRACTOR personnel in proper uniform or with proper identification (Section 15.3)	\$100.00 per incident per day.
w.	Failure to have a vehicle operator properly licensed. (Section 15.4)	\$500.00 per incident per day.
x.	Failure to maintain office hours. (Section 17.1.1)	\$100.00 per incident per day.
y.	Failure to provide a Spanish speaking Customer Service Representative. (Section 17.3)	\$150.00 per incident per day.
z.	Failure to meet the Customer call requirements.	\$150.00 per incident.

	(Sections 17.4)	
aa.	Failure to provide documents and reports in a timely manner. (Article 23 and Exhibit 7)	\$250.00 per incident per day.
bb.	Failure to provide accurate documents and reports. (Section 20.3 and Exhibit 7)	\$250.00 per incident.
cc.	Failure to correct submittal of inaccurate data within three (3) Work Days (or such other agreed to time) of notification by COUNTY. (Article 20).	\$500.00 per incident per day.
dd.	Failure to obtain any approval, consent or approval of COUNTY or to notify COUNTY when required. (Various Sections)	\$250.00 per failure / per day.
ee.	Failure to cure non-compliance with the provisions of this Agreement in the manner and time set forth in this Agreement. (Various Sections)	\$150.00 per incident per day.
ff.	Failure to provide HAZWOPER First Responder, Awareness Level training. (Section 15.7)	\$1,000.00 per employee per incident.

21.4 Procedure for Assessing Liquidated Damages.

21.4.1 COUNTY may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints. During the first sixty (60) days of the term of this Agreement, COUNTY will allow CONTRACTOR up to five (5) Work Days to cure certain events related to the provision of Collection Services prior to assessing liquidated damages as set forth herein. However, no such consideration shall be given to events that include improper commingling of materials or failure to deliver materials to designated facilities. COUNTY must make a claim for liquidated damages within 60 days of the underlying event.

21.4.2 Prior to assessing liquidated damages, COUNTY shall give CONTRACTOR notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. CONTRACTOR may review (and make copies at its own expense) all information in the possession of COUNTY relating to incident(s)/non-performance. CONTRACTOR may, within ten (10) Work Days after receiving notice, request a meeting with COUNTY to present evidence regarding the accuracy of the facts related to the incident. If a meeting is requested, it shall be held by the Contract Administrator or his/her designee. CONTRACTOR may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The Contract Administrator or designee will provide CONTRACTOR with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the Contract Administrator or designee may be appealed to the COUNTY Board. The decision of the COUNTY Board shall be final and CONTRACTOR shall have been deemed to have exhausted its administrative remedies and can thereafter challenge the decision of

the County Board in the Superior Court of the County of Monterey, State of California.

21.4.3 COUNTY may assess liquidated damages for each calendar day or event, as appropriate, CONTRACTOR is determined to be liable in accordance with this Agreement.

21.4.4 CONTRACTOR shall pay any liquidated damages assessed by COUNTY within ten (10) Work Day days after they are assessed. If they are not paid within the ten (10) day period, COUNTY may proceed against the letter of credit or performance bond required by the Agreement or terminate the franchise granted by this Agreement, or both.

22. Compliance with Laws and Permits.

22.1. Compliance with Law. CONTRACTOR shall comply, at its own expense, fully and faithfully with all local, state, and federal laws, ordinances, regulations and permit requirements, including the COUNTY Code as may be amended from time to time, applicable to its performance under this Agreement, or in any way related to CONTRACTOR'S performance of the services required under this Agreement.

22.2. Permits, Authorizations, and Licenses. CONTRACTOR shall obtain, and shall maintain throughout the term of this Agreement, at CONTRACTOR'S sole expense, all necessary permits, licenses, inspections, and approvals required for CONTRACTOR to perform all the work and services agreed to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall show proof of such permits, licenses, or approval and shall demonstrate compliance with the terms and conditions of such permits, license, or approvals upon request of COUNTY.

23. Independent Contractor.

23.1. In the performance of services pursuant to this Agreement, CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of COUNTY. CONTRACTOR shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its officers, employees, agents, contractors or subcontractors shall obtain any right to retirement benefits, workers compensation benefits, or any other benefits which accrue to COUNTY employees. CONTRACTOR expressly waives any claim it may have or acquire to such benefits.

24. Default of Agreement.

24.1. Termination. COUNTY may cancel this Agreement, except as otherwise provided below in this Article, by giving CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Section 31.5, upon the occurrence of any one of the following events:

24.1.1. Insolvency. CONTRACTOR takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition or answer seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or

consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

- 24.1.2. Bankruptcy. By order or decree of a Court, CONTRACTOR is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of CONTRACTOR, seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall become null, void and of no effect, unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or
- 24.1.3. Receivership. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of CONTRACTOR, and such possession or control continues in effect for a period of sixty (60) calendar days; or
- 24.1.4. Refusal to pay liquidated damages. CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the liquidated damages or other monies due COUNTY and said default is not cured within thirty (30) calendar days of receipt of written notice by COUNTY to do so; or
- 24.1.5. Final Judgment Unsatisfied. CONTRACTOR has defaulted by allowing any final judgment for the payment of money to COUNTY stand against it unsatisfied and said default is not cured within thirty (30) calendar days of entry of judgment or receipt of written notice by COUNTY to do so, whichever date occurs earlier; or
- 24.1.6. Failure to Perform. CONTRACTOR has failed or refused to perform or observe the terms, conditions or covenants in this Agreement, including satisfactory compliance with the requirements of the service levels prescribed herein, or any of the rules and regulations promulgated by COUNTY pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto and; said default is not cured within thirty (30) calendar days of receipt of written notice by COUNTY to do so; or, if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by CONTRACTOR of written demand from COUNTY to do so, CONTRACTOR fails to commence the remedy of such default within said thirty (30) calendar days following such written notice or having so commenced, fails thereafter to diligently pursue a cure to the default.
- 24.2. Performance Bond or Letter of Credit. In the event that the monies due COUNTY under Section 24.1.4 above or an unsatisfied final judgment under Section 24.1.5 above is the subject of a judicial proceeding, COUNTY may, at its option call the performance bond or letter of credit, or hold CONTRACTOR in default of this Agreement. All bonds shall be in the form acceptable to the COUNTY Attorney; or
- 24.3. Burden of Proof. In any dispute concerning failure to remedy or diligence in pursuing a cure, CONTRACTOR shall have the burden of proof to demonstrate: (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time.

- 24.4. Interim Collection Services. In the event CONTRACTOR fails, for reasons other than Force Majeure, to provide Collection Services for a period of three (3) consecutive Work Days, on the fourth (4th) Work Day, COUNTY may secure CONTRACTOR'S equipment, records and other property used or useful in providing Collection Services under this Agreement in order to provide interim Collection Services until such time as the matter is resolved and CONTRACTOR is again able to perform pursuant to this Agreement. If CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of COUNTY under this Agreement to CONTRACTOR shall cease and this Agreement may be deemed terminated by COUNTY, and COUNTY shall retain equipment, records and other property used in providing Collection Services on an interim basis until COUNTY has made other suitable arrangements for the provision of Collection Services, which may include award of this Agreement to another contractor.
- 24.5. Business Records. In the event that the Agreement is terminated, CONTRACTOR shall furnish COUNTY with immediate access to all of its business records related to its Customer and billing accounts for Collection Services.
- 24.6. Effective Date. In the event of any of the events specified above, and except as otherwise provided in this Article, termination shall be effective upon the date specified in COUNTY'S written notice to CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of COUNTY under this Agreement to CONTRACTOR shall cease, and COUNTY shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors for the Services specified in this Agreement. For failure to perform under the terms of this Agreement, CONTRACTOR shall reimburse COUNTY all direct and indirect costs of providing interim Collection Services.
- 24.7. Immediate Termination. COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond or letter of credit as required by this Agreement, CONTRACTOR fails to obtain or maintain insurance policies and/or endorsements as required by this Agreement, or CONTRACTOR fails to provide the proof of insurance as required by this Agreement.
- 24.8. Termination Cumulative. COUNTY'S right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
25. **Assignment.**
- 25.1. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by CONTRACTOR without the express written consent of COUNTY. COUNTY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by CONTRACTOR. Any assignment of this Agreement made by CONTRACTOR without the express written consent of COUNTY shall be null and void and shall be grounds for COUNTY to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to CONTRACTOR. Upon the date of such notice, this Agreement shall be deemed immediately terminated. Upon such termination all liability of COUNTY under this Agreement to CONTRACTOR shall cease. COUNTY shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors, or any other person or company for the service which is the subject of this Agreement.

In the event of any assignment approved by COUNTY, the assignee shall fully assume all the duties, responsibilities and liabilities of CONTRACTOR set forth in this Agreement.

- 25.2. The use of a subcontractor to perform services under this Agreement shall not constitute delegation of CONTRACTOR'S duties provided that CONTRACTOR has received prior written authorization from the Contract Administrator to subcontract such services and the Contract Administrator has approved a subcontractor who will perform such services. CONTRACTOR shall be responsible for directing the work of CONTRACTOR'S subcontractors and any compensation due or payable to CONTRACTOR'S subcontractor shall be the sole responsibility of CONTRACTOR. The Contract Administrator shall have the right to require the removal of any approved subcontractor for reasonable cause.
- 25.3. For purposes of this Article when used in reference to CONTRACTOR, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of at least fifty- one percent (51%) of CONTRACTOR'S assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of CONTRACTOR to a third party provided said sale, exchange or transfer results in a change of control of CONTRACTOR (with control being defined as ownership of more than fifty percent (50%) of CONTRACTOR'S voting securities); (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back payments, or other transaction which results in a change of control of CONTRACTOR; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of CONTRACTOR'S property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of control of CONTRACTOR.
- 25.4. CONTRACTOR acknowledges that this Agreement involves rendering a vital service to COUNTY'S residents and businesses, and that COUNTY has selected CONTRACTOR to perform the services specified herein based on (i) CONTRACTOR'S experience, skill and reputation for conducting its Solid Waste Collection Services in a safe, effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations and best Solid Waste Collection Service practices, and (ii) CONTRACTOR'S financial resources to maintain the required equipment and to support its indemnity obligations to COUNTY under this Agreement. CONTRACTOR acknowledges that COUNTY has relied on each of these factors, among others, in choosing CONTRACTOR to perform the services to be rendered by CONTRACTOR under this Agreement.

26. **Indemnities, Insurance, Bonds.**

26.1. Insurance.

26.1.1. Coverage Requirements. Without limiting its Indemnities, CONTRACTOR will secure and maintain insurance coverage meeting the following requirements. CONTRACTOR may use a combination of primary and excess insurance coverage to satisfy these requirements. If CONTRACTOR fails to fully satisfy the Coverage

Requirements set forth in this Article 26, CONTRACTOR agrees that it shall be liable for any loss, injury, damage, attorney’s fees or defense costs, or expenses, that the COUNTY incurs that would have been insurable under the required coverages, if such coverages were obtained. CONTRACTOR further agrees that any failure of the COUNTY to verify the placement and continued existence of all insurance required under this Article 26, or the COUNTY’S knowledge that such requirements are not fully satisfied, shall not be considered a waiver of such requirements, or in any way alter CONTRACTOR’S obligations to provide such coverages, unless the Coverage Requirements have been amended in a writing properly executed by both the COUNTY and CONTRACTOR.

26.1.1.1. CONTRACTOR further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance required within Article 26 shall each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the following requirements to be documented pursuant to Section 26.1.4.2:

26.1.1.1.1. “The County of Monterey, and its agents, officers, and employees” shall be an additional insured under an ISO CG 2010 form, or a functional equivalent;

26.1.1.1.2. all such insurance shall include a waiver of any subrogation rights of that insurer against “The County of Monterey, and its agents, officers, and employees”; and

26.1.1.1.3. all such insurance shall contain provisions that the insurance is primary and noncontributing with any other insurance or self-insurance programs maintained by the County of Monterey, and its agents, officers, and/or employees.

26.1.1.2. CONTRACTOR further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance required within this Section 26 shall each include provisions that make the CONTRACTOR responsible for the payment of any deductible or self-insured retention such that the County of Monterey and its agents, officers, and employees shall be entitled to a dollar-one defense and indemnity as additional insureds.

26.1.1.3. In addition, to the extent that any primary or excess liability policy issued to CONTRACTOR with limits of liability in excess of the minimum limits stated below provides coverage to an additional insured to the extent required by contract, this contract shall be construed to obligate CONTRACTOR to obtain additional insured protection for the COUNTY under that/those policy(ies).

26.1.1.4. General Liability Insurance written on ISO policy form CG 00 01 (occurrence) or its equivalent (and not CG 00 02 claims made) with limits of not less than the following:

General Aggregate:	\$6 million
Products/Completion Operations Aggregate:	\$6 million
Personal and Advertising Injury:	\$5 million
Each Occurrence:	\$5 million

The general liability policy must provide coverage for liability assumed under an insured contract.

26.1.1.5. Pollution Legal Liability Coverage with a limit of not less than \$10 million per occurrence, including any deductible or self-insured retention, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) that arise or are alleged to arise from pollution conditions related to CONTRACTOR'S performance of its obligations under this Agreement, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims. For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The liability coverage for pollution must provide contractual liability coverage.

26.1.1.6. Automobile Liability Coverage

26.1.1.6.1. written on ISO policy forms CA 00 12 pr CA 00 20 (or their equivalent) with a limit of liability not less than \$10 million for each accident, including any deductibles or self-insured retentions;

26.1.1.6.2. endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, unless such coverage is otherwise provided under the Pollution Legal Liability Coverage; and

26.1.1.6.3. covering all Vehicles (any auto).

If CONTRACTOR is subject to federal regulations, CONTRACTOR also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.

26.1.1.7. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits required by the California Labor Code or by any other state labor law, and for which CONTRACTOR is responsible, and Employers' Liability coverage with limits of not less than the following:

Each accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

If CONTRACTOR fails to secure and maintain any insurance required by this Agreement, at its sole option COUNTY may secure and maintain that insurance at its expense and CONTRACTOR will pay COUNTY the COUNTY'S reimbursement costs

therefore. This remedy is in addition to COUNTY'S right to declare a Default and terminate the Agreement under Article 24.

26.1.2. Insurer Qualifications. CONTRACTOR will secure insurance provided by an insurer that is acceptable to the COUNTY, is an admitted company in California, has a size category of VII or larger by A.M. Best Company, Inc., and has a rating of A or better by A.M. Best Company, Inc. unless COUNTY provides written authorization to amend this requirement.

26.1.3. Insurance Coverage Requirements for Subcontractors. For each subcontractor performing Collection Services, CONTRACTOR shall be responsible for determining, and for providing evidence to the COUNTY upon its request, that either: 1) CONTRACTOR is maintaining insurance required by this Section protecting CONTRACTOR and COUNTY interests against liabilities caused by the acts, errors or omissions of the subcontractor, or 2) the subcontractor is maintaining that insurance itself.

26.1.4. Evidence of Coverage. CONTRACTOR will provide certificates of insurance and endorsements required within this agreement 1) on or before the Agreement execution date, 2) Promptly upon renewal of policies, and 3) within ten (10) Work Days of COUNTY'S request.

26.1.4.1. Certificates of Insurance. CONTRACTOR will provide certificates containing at a minimum, the following information with respect to CONTRACTOR and any subcontractor:

26.1.4.1.1. Agreement name: explicitly identify this Agreement (for example, UNDER DESCRIPTION OF OPERATIONS), and if necessary to secure contractual liability coverage as an "insured contract" or otherwise, include a schedule or endorsement that specifically identifies this Agreement;

26.1.4.1.2. Types, policy numbers, policy effective / expiration dates and limits: explicitly reference each type and corresponding limit of coverage required under this Agreement, together with identification of each required ISO policy form or confirmation of its equivalency to ISO policy forms required under this Agreement (such as "auto liability ISO form CA 00 12"). Where the Agreement does not require a specific ISO policy form, the certificate of insurance must specifically reference the required type of coverage (such as "pollution liability" under TYPE OF INSURANCE – OTHER) together with a summary description of its coverage (such as "pollution conditions caused by transported cargo" under SPECIAL PROVISIONS);

26.1.4.1.3. Thirty (30) days' cancellation notice: contain the express condition that COUNTY must be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

26.1.4.1.4. Deductibles and self-insured retentions: Upon COUNTY request, CONTRACTOR will provide a letter of credit, certificate of deposit or other financial assurance acceptable to COUNTY guaranteeing payment of all retained losses and related costs and expenses related to

investigations, claims administrations, and legal defense. The letter of credit or certificate of deposit must be provided by a bank satisfactory to COUNTY; and

26.1.4.1.5. Claims made: if any insurance coverage is written on a claims-made form (such as pollution liability), evidence that the "retro date" is before the Agreement execution date. CONTRACTOR must maintain that coverage for at least five (5) years after the termination date. Promptly upon COUNTY request, CONTRACTOR must provide COUNTY with evidence of that coverage. THIS PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT. CONTRACTOR shall continue to be responsible for having the COUNTY designated as an additional insured on all such policies.

26.1.4.2. Endorsements. CONTRACTOR must provide copies of the following endorsements or other documentation with respect to CONTRACTOR and any Subcontractor satisfactory to COUNTY; 1) additional insured endorsement to each liability policy, explicitly adding COUNTY and its "officers, agents, and employees" as additional insured; 2) waiver of subrogation; and 3) insurance is primary and not contributing with any other Insurance or self-insurance programs maintained by COUNTY and its officers and employees.

26.1.5. Notice of claims. If any Person makes a claim in connection with the performance of the work agreed upon in this contract against CONTRACTOR or any subcontractor exceeding the amount of any deductibles or self-insured retentions, CONTRACTOR will promptly notify COUNTY of the claim.

26.2. CONTRACTOR Indemnity, Defense and Release.

26.2.1. General. 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 or alleged to be 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 its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting or alleged to be 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 its obligations under this AGREEMENT, except to the extent such claims, liabilities, or losses arise out of the negligence, willful misconduct or breach of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors. Notwithstanding anything to the contrary in the forgoing provision, the indemnity obligations of CONTRACTOR herein shall not in any way extend to indemnifying and/or defending the COUNTY for or against any claim, liability, damages, liens, penalties, or any costs or obligations whatsoever arising from, or related to, the COUNTY'S setting of rates or fees under this Agreement in connection with Proposition 218, Article XIIC and Article XIID of the California Constitution.

26.2.2. Reimbursement of Enforcement Costs. If CONTRACTOR fails to pay any Indemnities and that failure results in any costs to COUNTY, within fifteen (15) days of COUNTY'S request, CONTRACTOR will pay COUNTY'S reimbursement costs for those costs.

26.2.3. Indemnity From Employee Dishonesty. If any payments received by CONTRACTOR from Customers are lost, embezzled, or are otherwise improperly diverted as a result of the dishonesty of any employee of CONTRACTOR, before CONTRACTOR delivers the required remittance to the COUNTY from such payments, then CONTRACTOR shall not be relieved of its responsibility to make such remittances to the COUNTY, and CONTRACTOR shall indemnify and make whole the COUNTY from any such losses.

27. Performance Bond.

27.1. Performance Bond. CONTRACTOR shall furnish, and keep current during the term of this Agreement, a performance bond to ensure performance of this Agreement and each and every condition of this Agreement in a form acceptable to COUNTY no more than thirty (30) days after execution of this Agreement. The performance bond shall be equal to Five Million Dollars (\$5,000,000) and remain in force for the duration of this Agreement. The premium for the bond described above shall be paid by CONTRACTOR. The Surety or Sureties shall be a company or companies satisfactory to COUNTY and shall be duly authorized to conduct business in the State of California.

27.2. Letter of Credit. As an alternative to the performance bond required by Section 27.1, CONTRACTOR may provide for the issuance of an irrevocable standby letter of credit in the amount of Five Million Dollars (\$5,000,000) by a bank approved by COUNTY in its sole discretion (the "Bank"), for the benefit of COUNTY. The letter of credit must authorize the beneficiary COUNTY to draw, in one or more drawings, not less than Five Million Dollars (\$5,000,000) at the sole discretion of COUNTY.

27.2.1. THIS SECTION WILL SURVIVE THE TERMINATION OF THE AGREEMENT. The form of the letter of credit, including the procedures for and place of demand for payment and drawing certificate attached thereto, must be in a form acceptable to COUNTY. The letter of credit must be transferable to any successor or assign of COUNTY.

28. COUNTY Right to Perform Service.

28.1. Right to Perform. In the event CONTRACTOR, for any reason whatsoever, fails, refuses, or is unable to Collect, transport, or Dispose of any or all Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris which is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result thereof, any or all of these materials should accumulate in COUNTY to such an extent, in such a manner, or for such a time that COUNTY should find that such accumulation endangers or menaces the public health, safety, or welfare or upon CONTRACTOR default as set forth in Article 24, then COUNTY shall have the right, even if CONTRACTOR is not in breach of this Agreement, but not the obligation, upon twenty-four (24) hours prior written notice to CONTRACTOR during the period of such emergency as determined by COUNTY, (i) to perform, or cause to be performed, such services itself with its own or other personnel and equipment without liability to CONTRACTOR; and/or (ii) to take possession of any or all

of CONTRACTOR owned equipment or licensed equipment and utilize other property owned by CONTRACTOR (except if used by CONTRACTOR for customers in other jurisdictions) used or useful in the Collection, transportation, and Disposal or processing of Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris and to use such property to Collect, transport, and Dispose any Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E- Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris generated within the Service Area which CONTRACTOR would otherwise be obligated to Collect, transport, and properly Dispose or process pursuant to this Agreement. In such an event, CONTRACTOR shall immediately make available to COUNTY a listing and description, including street names, of all Collection Service Collection routes.

28.2. CONTRACTOR'S Notice. Notice of CONTRACTOR'S failure, refusal, or neglect to Collect, transport, and properly Dispose or process Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris may be given verbally by telephone to CONTRACTOR at its principal office and shall be effective immediately. Written confirmation of such verbal notification shall be sent to CONTRACTOR within twenty-four (24) hours of the verbal notification.

28.3. CONTRACTOR further agrees in such event:

28.3.1. It will take direction from COUNTY to effect the transfer of possession of equipment and property to COUNTY for COUNTY'S use.

28.3.2. It will, if COUNTY so requests, keep in good repair and condition all of such equipment, provide all such equipment all with fuel, oil, and other service, and provide such other service as may be necessary to maintain said property in operational condition.

28.3.3. Subject to any labor agreements then in effect, COUNTY may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste, Recyclables, Organic Waste, Christmas Trees, Bulky Items, Construction and Demolition Debris and/or other materials, including, if COUNTY so desires, employees previously or then employed by CONTRACTOR. CONTRACTOR further agrees, if COUNTY so requests, to furnish COUNTY the services of any or all management or office personnel employed by CONTRACTOR whose services are necessary or useful for the provision of Collection Services and for the billing and Collection of fees for these services.

28.3.4. COUNTY agrees it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

28.3.5. If the interruption or discontinuance in service is caused by reason of Force Majeure as described herein, COUNTY shall pay to CONTRACTOR the reasonable rental value of equipment, possession of which is taken by COUNTY, for the period of COUNTY'S possession, if any, which extends beyond the period of time for which CONTRACTOR has rendered bills in advance of service, for the class of service involved. In any other circumstance where COUNTY provides service under this Article, COUNTY shall have no liability to CONTRACTOR and COUNTY will have all of the other remedies available to it under this Agreement or by law.

- 28.4. Temporary Possession of CONTRACTOR'S Equipment and Personnel. If COUNTY suffers an interruption or discontinuance of service, COUNTY may take possession of and use all of CONTRACTOR'S equipment and personnel described above until other suitable arrangements can be made for the provision of Collection Services which may include the grant of a franchise to another company.
- 28.5. Billing and Compensation to COUNTY During COUNTY'S Possession. During such time as COUNTY is providing Collection Services, as above provided, CONTRACTOR shall bill and collect payment from all users of the above-mentioned services. CONTRACTOR further agrees that, in such event, it shall reimburse COUNTY for any and all costs and expenses incurred by COUNTY in taking over possession of the above-mentioned equipment and property for Collection Services in such manner and to an extent as would otherwise be required of CONTRACTOR under the terms of this Agreement. Such reimbursement shall be made from time to time after submission by COUNTY to CONTRACTOR of each statement listing such costs and expenses, but in no event later than five (5) Work Days from and after each such submission.
- 28.6. COUNTY'S Right to Relinquish Possession. It is further mutually agreed COUNTY may, at any time, at its discretion, relinquish possession of any or all of the abovementioned equipment or personnel to CONTRACTOR and thereupon demand CONTRACTOR resume Collection Services as provided in this Agreement, whereupon CONTRACTOR shall be bound to resume the same.
- 28.7. COUNTY'S Possession Not a Taking. COUNTY'S exercise of its rights under this Article (i) does not constitute a taking of private property for which compensation must be paid; (ii) will not create any liability on the part of COUNTY to CONTRACTOR; and (iii) does not exempt CONTRACTOR from the indemnity provisions of this Agreement, which are meant to extend to circumstances arising under this Section, provided CONTRACTOR is not required to indemnify COUNTY against claims and damages arising from the negligence of COUNTY, its elective and appointive boards, commissions, officers, employees, agents and volunteers in the operation of Collection Service vehicles during the time COUNTY has taken possession of such Collection Service vehicles.
- 28.8. Duration of COUNTY'S Possession. COUNTY'S right pursuant to this Article to retain temporary possession of CONTRACTOR'S facilities and equipment and to render Collection Services shall terminate when COUNTY determines such services can be resumed by CONTRACTOR, or when COUNTY no longer reasonably requires such property or equipment. In any case, COUNTY has no obligation to maintain possession of CONTRACTOR'S property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to CONTRACTOR.
29. **Strikes and Similar Labor Actions.**
- 29.1. Strikes. In the event of a strike or similar labor action, but not including a lockout as set forth in Section 29.2 below, whereby employees of CONTRACTOR refuse to perform work for CONTRACTOR at normally anticipated levels or efficiency (a "strike") which affects the ability of CONTRACTOR to provide Collection Services within the Service Area in accordance with this Agreement, the following guidelines shall apply:
- 29.1.1. In conjunction with the execution of this Agreement, CONTRACTOR has discussed with COUNTY a strike contingency plan. From time to time during the term of this Agreement, CONTRACTOR and COUNTY shall meet to discuss changes to the strike contingency plan.

- 29.1.2. Within twelve (12) hours of notification to CONTRACTOR by labor that it has authorized a strike, CONTRACTOR shall notify Contract Administrator, by phone and email.
- 29.1.3. Within three (3) Work Days of a strike, if CONTRACTOR is not providing Collection Services in accordance with normal scheduled pick ups, CONTRACTOR shall meet with COUNTY to develop a strike implementation plan.
- 29.1.4. Within five (5) Work Days of a strike, if CONTRACTOR is not providing Collection Services in accordance with the normal schedules and volumes set forth in this Agreement, or the schedules and volumes in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY, COUNTY shall have the right, but not the obligation, to bring in outside forces to provide Collection Services which are not being provided by CONTRACTOR and charge CONTRACTOR for the reasonable direct and indirect expenses (including administrative and overhead) incurred by COUNTY in this regard.
- 29.1.5. Within ten (10) Work Days of a strike, CONTRACTOR is to use commercially reasonable efforts to bring in alternate work forces and provide Collection Services in accordance with the normal schedules and volumes set forth in this Agreement, or the schedules and volumes in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY.
 - 29.1.5.1. In the event CONTRACTOR'S alternate work force is unable to provide Collection Services in accordance with the normal schedules, volumes and routing set forth in this Agreement, or the schedules, volumes and routing in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY, COUNTY shall have the right, but not the obligation, to bring in outside forces to provide Collection Services which are not being provided by CONTRACTOR and charge CONTRACTOR for the reasonable direct and indirect expenses (including administrative and overhead) incurred by COUNTY in this regard.
- 29.1.6. In the event COUNTY elects to retain its own work force, COUNTY shall discuss the alternatives with CONTRACTOR before retaining such work force. Once COUNTY retains its own work force, COUNTY shall periodically, but not more often than weekly, invoice CONTRACTOR for the reasonable direct and indirect expenses of retaining such outside services and CONTRACTOR shall reimburse COUNTY for such expenses within ten (10) Work Days of invoice. COUNTY shall have the right to charge CONTRACTOR interest on invoices which are unpaid after ten (10) Work Days at the rate of one and one half (1.5%) percent per month (not compounded).
 - 29.1.6.1. In the event of a strike, regardless of when and what level a replacement work force is deployed by CONTRACTOR, CONTRACTOR shall not be subject to liquidated damages for the first ten (10) Work Days following the actual strike.
- 29.1.7. After thirty (30) calendar days, if there is a continuing failure to perform Collection Services, such failure to perform shall be considered a default under Article 24 and COUNTY can cancel this Agreement between COUNTY and CONTRACTOR. In such an event, COUNTY shall not waive its right to seek damages from CONTRACTOR for any increase in cost of Collection incurred by COUNTY as a

result of the breach of this Agreement by CONTRACTOR and the consequential election by COUNTY to cancel this Agreement and move forward with Collection Services alternatives.

29.2. Lockout. The provisions of Section 29.1 shall not apply in the event of a lockout by CONTRACTOR. During such lockout period, CONTRACTOR shall be required to comply with all requirements of this Agreement and shall be subject to all provisions of this Agreement for non-compliance without exception and specifically including liquidated damages and default.

30. **Transition to Next Contractor.**

30.1. Transition. In the event CONTRACTOR is not awarded an agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with COUNTY and any subsequent contractors to assure a smooth transition of Collection Services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of SFD, MFD and Commercial Customers; providing a complete inventory of all Carts, Bins, Compactors, and Roll-off Containers; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to remove or, to the extent required under the terms of this Agreement, transfer ownership of Carts, Bins, Compactors, and Roll-Off Containers as appropriate to COUNTY; including transporting such containers to a location designated by the Contract Administrator; coordinating Collection of materials set out in new Containers if new Containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

31. **General Requirements.**

31.1. Successors and Assigns. This Agreement will inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. The parties understand and agree that any Assignment of this Agreement shall be subject to Article 25 of this Agreement.

31.2. Compliance with Laws, Regulations, Ordinances and JPA Agreement. CONTRACTOR hereby agrees to abide with all applicable federal, state, and local laws, ordinances, and regulations. It is understood by CONTRACTOR that COUNTY has enacted local ordinances and is a member of two JPA's which have executed JPA Agreements for affecting a refuse control program. It is the responsibility of CONTRACTOR to become familiar with such federal and state laws and regulations and local ordinances and the JPA Agreements. The parties understand and agree that if any provision of federal or state law, local ordinances or the JPA Agreements are in conflict with this Agreement, state and federal laws and regulations, and local ordinances shall be the governing factor in regard to performance of this Agreement. COUNTY and CONTRACTOR agree that COUNTY has made a good faith effort to incorporate all material requirements of the current JPA Agreements into the provisions of this Agreement. In the event future changes or additions to state or federal laws or regulations, or local ordinances, or the JPA Agreements affect the performance of Collection Services as set forth in this Agreement, such changes or additions shall be considered modifications to this Agreement as set forth in Article 19 of this Agreement.

- 31.3. Nondiscrimination. CONTRACTOR hereby agrees to abide by all local, state and federal laws and regulations pertaining to discrimination in employment including that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, political affiliations or any other non-merit based factors, be subject to discrimination under this Agreement.
- 31.4. Access to Records. CONTRACTOR shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data or records relating to CONTRACTOR'S obligation under this Agreement, by the Fair Employment Practices Commission, to COUNTY or any appropriate employee, department, or agent designated by the Fair Employment Practices Commission or by COUNTY respectively, for the purpose of investigating Contractor's compliance with the California Fair Employment Practices Act in connection with this Agreement.
- 31.5. Notices. Any and all notices to be given under this Agreement, or which any party may desire to give to another, shall be in writing. Said notices shall be deemed to have been duly given on the date of personal delivery to the other party's place of business as designated below, as may be changed from time to time by written notice, or on the third day following deposit in the mail in the County of Monterey, California, said deposit to be by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below.
- 31.5.1. If to CONTRACTOR, notices required to be given by COUNTY to CONTRACTOR will be deemed received by CONTRACTOR upon being deemed "delivered" according to the provisions of this Section. Notice of Breach by COUNTY to CONTRACTOR may be given to CONTRACTOR verbally or by telephone at the principal office if confirmed in writing and delivered in person or by facsimile by noon the following day.
- 31.5.2. Notice to CONTRACTOR shall be addressed to the following addresses, as indicated:
- Name: District Manager
Company: USA Waste of California, Inc.
Address: 11240 Commercial Parkway, Castroville, CA95012
Telephone: 831-796-2224
Email: ramaro@wm.com
- And
- Name: Area Vice President
Company: Waste Management
Address: 1333 E. Turner Road, Lodi, CA 95240
Telephone: 775-326-2313
- and
- Name: Legal Counsel
Company: Waste Management
Address: 222 S. Mill Avenue, Suite 301, Tempe, AZ 85281

Telephone:

Email: jbohn@wm.com

31.5.3. If to COUNTY, to the name and address as indicated below:

Name: Elsa Mendoza Jimenez, Director of Health Services

Company: County of Monterey

Address: 1270 Natividad Road, Salinas, CA 93906

Telephone: 831-755-4621

Email: jimenezem@countyofmonterey.gov

Either party may designate a different mailing address or a different facsimile number or telephone number by providing written notice to the other party as provided in this Section.

31.5.4. Notice by COUNTY to CONTRACTOR of a missed pick-up or a Customer problem or complaint may be given to CONTRACTOR verbally, by telephone at CONTRACTOR'S local office with written confirmation sent by facsimile or U.S. mail within twenty-four (24) hours of the verbal notification.

- 31.6. Severability. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
- 31.7. No Use of COUNTY Name. CONTRACTOR will not do business as or use a corporate, partnership, venture or other formal name, containing the name of COUNTY or implying government ownership.
- 31.8. Entire Agreement; Incorporation of Exhibits. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties understand and agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or unreferenced agreements, whether verbal or written. This Agreement and Exhibits 1-11, attached hereto and incorporated by this reference as though fully set forth herein represent the entire agreement of COUNTY and CONTRACTOR with respect to the services to be provided under this Agreement. No prior written or verbal statement or proposal shall alter any term or provision of this Agreement.
- 31.9. Modification, Amendment or Rescission. This Agreement may be amended, modified, or rescinded by a written agreement between CONTRACTOR and COUNTY which is executed by their authorized representatives.
- 31.10. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the parties and their representatives, successors, and permitted assigns.

- 31.11. Advice of Counsel/Negotiated Agreement. Each of the parties has received the advice of legal counsel prior to signing this Agreement. The parties understand and agree that no provision or provisions of this Agreement may be subject to any rule of construction based upon any party being considered the party “drafting” this Agreement.
- 31.12. Interpretation. This Agreement shall be interpreted and construed reasonably in light of the whole Agreement, and shall not be construed either strictly for or against either party, regardless of the degree to which either party participated in its drafting.
- 31.13. Headings and Font. Any caption or heading in this Agreement which incorporates Exhibits 1-11 is for convenience of reference and does in any way control or affect the scope, intent, meaning, construction, interpretation or effect of this Agreement. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading and contract administration and does not in any way imply relative importance or unimportance of any provision of this Agreement.
- 31.14. Waiver. Waiver of any term or condition contained in this Agreement by any party to this Agreement shall be in writing and shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in the Agreement. The subsequent acceptance by COUNTY of any fee, tax, or any other monies which become due from CONTRACTOR to COUNTY shall not be deemed to be a waiver by COUNTY of any breach or violation of any term, covenant, or condition of this Agreement.
- 31.15. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into this Agreement.

32. Effective Date.

- 32.1. This Agreement shall become effective at such time as it is properly executed by COUNTY and CONTRACTOR, and CONTRACTOR shall begin Collection Services, as covered herein, in the Service Area, as set forth in Exhibit 5, commencing on January 1, 2025.

33. Execution Of Agreement.

- 33.1. Execution in Counterparts. This Agreement may be signed in any number of original counterparts. All counterparts will constitute but one and the same Agreement.

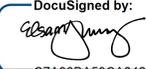
33.2. Authority to Execute.

33.2.1. COUNTY warrants that its officers listed below have been duly authorized to execute this Agreement on its behalf.

33.2.2. CONTRACTOR warrants that the individuals listed below have been duly authorized to execute this Agreement on behalf of CONTRACTOR.

[Signatures following page]

COUNTY OF MONTEREY
a political subdivision
of the State of California

By: 
Elsa Mendoza Jimenez
Director of Health Services

Date: 12/23/2024 | 1:57 PM PST

APPROVED AS TO FORM & LEGALITY:

By: 

Date: 12/23/2024 | 11:45 AM PST

APPROVED AS TO FISCAL PROVISIONS:

By: 

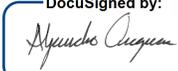
Date: 12/23/2024 | 1:50 PM PST

APPROVED AS TO LIABILITY PROVISIONS:

By: _____

Date: _____

USA WASTE OF CALIFORNIA, INC.
DBA CARMEL MARINA CORPORATION

By: 
Alex Oseguera, President

Date: 12/05/2024

By: 
David Stratton, Vice-President and
Assistant Secretary

Date: 12/04/2024

EXHIBITS

Exhibit 1 - Approved Rates and Charges

Effective January 1, 2025

The Board of Supervisors may amend, but not unilaterally reduce, the Rates, whereupon the amended Rates will automatically be deemed to apply to this Agreement without any further action. CONTRACTOR is deemed to have knowledge of applicable law, including such Rate resolutions or ordinances of the County Board. However, for convenience of administering this Agreement the Parties may from time to time amend this Attachment by attaching the most recent dated current Rate resolution or ordinance to this Attachment.

In addition, in accordance with Section 11.21 of this Agreement, if Customer requests Collection Services at a container capacity and/or Collection frequency not provided in the Rates adopted by the Board of Supervisors, following COUNTY Board approval of the Contractor Service Fee Component of that Rate, CONTRACTOR may charge Customer that Rate agreed upon with Customer.



Monterey County West - MRWMD
Proposed Rates Effective 1/1/2025

Residential Services

<u>Solid Waste*</u>	<u>Monthly Rate</u>	
35 Gallon Solid Waste Service	\$47.92	Also includes recycle and organics
64 Gallon Solid Waste Service	\$75.08	Also includes recycle and organics
96 Gallon Solid Waste Service	\$93.90	Also includes recycle and organics
Legacy 20 Gallon Solid Waste Service**	\$43.67	Also includes recycle and organics

*Solid Waste rates include one 64 or 96 gallon recycling and one 64 or 96 gallon organics cart
 **Only for legacy customers transitioning to 35 gallon rate by 2026. Not offered to new or existing customers

<u>Additional Solid Waste Carts</u>	<u>Monthly Rate</u>	<u>Additional Recycle Carts</u>	<u>Monthly Rate</u>	<u>Additional Organics Carts</u>	<u>Monthly Rate</u>
35 Gallon Cart	\$38.30	35 Gallon Cart	\$9.59	35 Gallon Cart	\$9.59
64 Gallon Cart	\$60.06	64 Gallon Cart	\$15.01	64 Gallon Cart	\$15.01
96 Gallon Cart	\$75.08	96 Gallon Cart	\$18.78	96 Gallon Cart	\$18.78

<u>Extra Pickups (All Materials)</u>	<u>Rate</u>
35 Gallon Extra Pickup	\$35.54
64 Gallon Extra Pickup	\$55.70
96 Gallon Extra Pickup	\$69.66

<u>Residential Ancillary Services</u>	<u>Rate</u>	<u>Description</u>
Backyard Service - for standard three carts	\$35.94	1 cart each, MSW, Recycle, Organics Cart
Backyard Service - per cart if not on standard 3 carts	\$12.01	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate
Cart Exchange	\$103.22	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	\$103.22	one cart per material type at no charge per calendar year
Annual Bulky Pickup	\$0.00	One event per year, 5 items
Additional Bulky Pickup	\$123.55	In excess of once per year (up to 5 items)
Return for Inaccessible Containers	\$82.71	per occurrence if more than 2 times per calendar year
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded
Convenience fee for residential	\$1.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Monterey County West - MRWMD
Proposed Rates Effective 1/1/2025

Commercial Services

Solid Waste Cart Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
35 Gallon Solid Waste Cart	\$35.50	\$71.00	\$106.51	\$142.01	\$177.51	\$213.01
64 Gallon Solid Waste Cart	\$55.25	\$110.50	\$165.76	\$221.01	\$276.26	\$331.51
96 Gallon Solid Waste Cart	\$68.41	\$136.81	\$205.22	\$273.63	\$342.04	\$410.44
Additional 35 Gallon Solid Waste Cart	\$28.40	\$56.80	\$85.20	\$113.60	\$142.00	\$170.40
Additional 64 Gallon Solid Waste Cart	\$44.20	\$88.40	\$132.60	\$176.80	\$221.01	\$265.21
Additional 96 Gallon Solid Waste Cart	\$54.71	\$109.41	\$164.12	\$218.83	\$273.54	\$328.24

Solid Waste Bin Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Bin	\$129.73	\$259.46	\$389.19	\$518.92	\$648.65	\$778.38
1.5 Yard Solid Waste Bin	\$172.26	\$344.51	\$516.77	\$689.03	\$861.29	\$1,033.54
2 Yard Solid Waste Bin	\$199.78	\$399.56	\$599.34	\$799.12	\$998.90	\$1,198.68
3 Yard Solid Waste Bin	\$299.68	\$599.36	\$899.04	\$1,198.72	\$1,498.40	\$1,798.08
4 Yard Solid Waste Bin	\$384.06	\$768.11	\$1,152.17	\$1,536.22	\$1,920.28	\$2,304.34
6 Yard Solid Waste Bin	\$552.69	\$1,105.38	\$1,658.08	\$2,210.77	\$2,763.46	\$3,316.15
8 Yard Solid Waste Bin	\$705.79	\$1,411.57	\$2,117.36	\$2,823.14	\$3,528.93	\$4,234.72

Solid Waste Compactor Services - Customer Owned	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Compactor	\$259.46	\$518.92	\$778.38	\$1,037.84	\$1,297.30	\$1,556.76
2 Yard Solid Waste Compactor	\$399.57	\$799.14	\$1,198.71	\$1,598.28	\$1,997.85	\$2,397.42
3 Yard Solid Waste Compactor	\$599.35	\$1,198.70	\$1,798.05	\$2,397.40	\$2,996.75	\$3,596.10
4 Yard Solid Waste Compactor	\$768.11	\$1,536.22	\$2,304.34	\$3,072.45	\$3,848.56	\$4,624.67
5 Yard Solid Waste Compactor	\$936.75	\$1,873.50	\$2,810.24	\$3,746.99	\$4,683.74	\$5,620.49
6 Yard Solid Waste Compactor	\$1,105.38	\$2,210.77	\$3,316.15	\$4,421.54	\$5,526.92	\$6,632.30
7 Yard Solid Waste Compactor	\$1,258.48	\$2,516.96	\$3,775.43	\$5,033.91	\$6,292.39	\$7,550.87
8 Yard Solid Waste Compactor	\$1,411.57	\$2,823.14	\$4,234.72	\$5,646.29	\$7,057.86	\$8,469.43

Recycle Cart Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
35 Gallon Recycle Cart	\$31.95	\$63.91	\$95.86	\$127.82	\$159.77	\$191.72
64 Gallon Recycle Cart	\$49.73	\$99.45	\$149.18	\$198.90	\$248.63	\$298.35
96 Gallon Recycle Cart	\$61.56	\$123.13	\$184.69	\$246.25	\$307.82	\$369.38
Additional 35 Gallon Recycle Cart	\$25.36	\$50.72	\$76.08	\$101.44	\$126.80	\$152.16
Additional 64 Gallon Recycle Cart	\$39.48	\$78.96	\$118.44	\$157.92	\$197.40	\$236.88
Additional 96 Gallon Recycle Cart	\$48.87	\$97.74	\$146.61	\$195.48	\$244.35	\$293.22

Recycle Bin Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Bin	\$116.76	\$233.52	\$350.28	\$467.04	\$583.80	\$700.56
1.5 Yard Recycle Bin	\$155.04	\$310.08	\$465.12	\$620.16	\$775.20	\$930.24
2 Yard Recycle Bin	\$179.81	\$359.62	\$539.43	\$719.24	\$899.05	\$1,078.86
3 Yard Recycle Bin	\$269.70	\$539.40	\$809.10	\$1,078.80	\$1,348.50	\$1,618.20
4 Yard Recycle Bin	\$345.65	\$691.30	\$1,036.95	\$1,382.60	\$1,728.25	\$2,073.90
6 Yard Recycle Bin	\$497.42	\$994.84	\$1,492.26	\$1,989.68	\$2,487.10	\$2,984.52
8 Yard Recycle Bin	\$635.21	\$1,270.42	\$1,905.63	\$2,540.84	\$3,176.05	\$3,811.26

Recycle Compactor Bin Services - Customer Owned	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Compactor Bin	\$233.51	\$467.02	\$700.53	\$934.04	\$1,167.55	\$1,401.06
2 Yard Recycle Compactor Bin	\$359.61	\$719.22	\$1,078.83	\$1,438.44	\$1,798.05	\$2,157.66
3 Yard Recycle Compactor Bin	\$539.42	\$1,078.84	\$1,618.26	\$2,157.68	\$2,697.10	\$3,236.52
4 Yard Recycle Compactor Bin	\$691.30	\$1,382.60	\$2,073.90	\$2,765.20	\$3,456.50	\$4,147.80
5 Yard Recycle Compactor Bin	\$843.08	\$1,686.16	\$2,529.24	\$3,372.32	\$4,213.40	\$5,054.48
6 Yard Recycle Compactor Bin	\$994.84	\$1,989.68	\$2,984.52	\$3,979.36	\$4,974.20	\$5,969.04
7 Yard Recycle Compactor Bin	\$1,132.63	\$2,265.26	\$3,397.89	\$4,530.52	\$5,663.15	\$6,795.78
8 Yard Recycle Compactor Bin	\$1,270.41	\$2,540.82	\$3,811.23	\$5,081.64	\$6,352.05	\$7,622.46

Yard Waste Cart Services	1xWeek	2xWeek	3xWeek
64 Gallon Yard Waste Cart	\$60.47	\$120.94	\$181.41
96 Gallon Yard Waste Cart	\$69.85	\$139.70	\$209.55
Additional 64 Gallon Yard Waste Cart	\$50.17	\$100.35	\$150.52
Additional 96 Gallon Yard Waste Cart	\$59.55	\$119.11	\$178.66

Food Waste Services	1xWeek	2xWeek	3xWeek
64 Gallon Food Waste Cart	\$60.47	\$120.95	\$181.42
Additional 64 Gallon Food Waste Cart	\$50.17	\$100.35	\$150.52
2 Yard Food Waste Bin	\$285.41	\$570.82	\$856.23
2 Yard Food Waste Compactor	\$570.81	\$1,141.62	\$1,712.43

Extra Pickups (All Materials)	
35 Gallon Extra Pickup	\$37.61
64 Gallon Extra Pickup	\$58.55
96 Gallon Extra Pickup	\$72.48
1 Yard Extra Pickup	\$92.66
1.5 Yard Extra Pickup	\$123.05
2 Yard Extra Pickup	\$142.70
3 Yard Extra Pickup	\$214.05
4 Yard Extra Pickup	\$274.33
6 Yard Extra Pickup	\$398.78
8 Yard Extra Pickup	\$504.13

Commercial Instabins*	
1 Cubic Yard Instabin	\$171.45
2 Cubic Yard Instabin	\$259.63
3 Cubic Yard Instabin	\$389.42
4 Cubic Yard Instabin	\$497.52
6 Cubic Yard Instabin	\$713.73
8 Cubic Yard Instabin	\$908.24

*One time use or special events only. Not to be used for regular or permanent customers.

Commercial Ancillary Services	Rate	Description
Cart Roll Out Service	\$12.01	per cart
Difficult to Service Cart Customers	150%	of Monthly Rate
Cart Cleaning Fee	\$134.02	per cart per occurrence
Cart Exchange	\$134.02	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$134.02	one cart per material type at no charge per calendar year
Multi Family Annual Bulky Pickup	\$0.00	Once per year for all units (2 items per unit. Must be scheduled by manager/account holder)
Multi Family Annual Bulky - Excess Item	\$25.74	Per item in excess of what is included in annual bulky pickup
Multi Family Additional Bulky Pickup - trip charge	\$93.97	In excess of once per year pickup (Must be scheduled by manager/account holder)
Multi Family Additional Bulky Pickup - per item charge	\$25.74	Per item
Return for Inaccessible Containers	\$94.06	per occurrence if more than 2 times per calendar year
Lock charge per enclosure	\$47.01	per month per enclosure
Lock charge per container	\$18.82	per month per container
Reactivation Fee	\$47.01	after County approved service suspension
Bin Push Rate: 1-25 ft	\$46.81	
Bin Push Rate: 26-49 ft	\$93.58	
Bin Push Rate: 50-75 ft	\$140.40	
Bin Push Rate: 76-100 ft	\$187.24	
Bin Push Rate: 101-125 ft	\$234.03	
Bin Push Rate: 126+ ft	\$280.80	
Bin Cleaning Fee	\$210.60	per bin per occurrence
Bin Exchange	\$140.40	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$84.23	one bin per material type at no charge per calendar year
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded
Convenience Fee for commercial accounts	\$9.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Monterey County West - MRWMD
Proposed Rates Effective 1/1/2025

Roll Off Services

Open Top Roll Off Boxes*

Haul Rate for 7-10 Yard Bin	\$518.77
Haul Rate for 11-20 Yard Bin	\$622.52
Haul Rate for 21-30 Yard Bin	\$767.76
Haul Rate for 31-40 Yard Bin	\$933.79
Haul Rate for 41-50 Yard Bin	\$1,101.68

Compactor Boxes*

Haul Rate for 7-10	\$648.45
Haul Rate for 11-15	\$713.29
Haul Rate for 16-20	\$778.15
Haul Rate for 21-30	\$959.70
Haul Rate for 31-40	\$1,167.26
Haul Rate for 41-50	\$1,374.73

Roll Off Hauls with Special Handling Charge - Any waste requiring special handling or immediate burial, including loose debris, confidential documents. Additional fees may apply.

*Note: All Bin, compacted box and non-compacted box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.

Disposal Site & Material Type

Marina LF MSW	\$85.56	Per Ton
Marina LF C&D	\$85.56	Per Ton
Marina LF Recycle	\$44.44	Per Ton
Marina LF Green	\$52.22	Per Ton
Marina LF Food/Cannabis	\$74.44	Per Ton
Marina LF Mix Green Food	N/A	Not Available
Marina LF White Goods (w/Freon)	\$22.22	Each
Marina LF Wood	\$52.22	Per Ton
Marina LF Inert - Concrete	\$14.44	Per Ton
Marina LF Inert- Asphalt	\$2.22	Per Ton
Marina LF Inert - Dirt	\$2.22	Per Ton

Roll Off Ancillary Services

	Rate	Description
Relocation	\$187.24	RO Box relocated at customers current site - per occurrence
Dry Run	\$280.80	trip charge, no haul - per occurrence
Stand By per hour	\$374.41	per hour
Stand By per day - 6 hour maximum	\$2,246.55	per day - 6 hour maximum
Reactivation Fee	\$46.81	after County approved service suspension
Demurrage Per Day	\$18.51	temporary rental, after five (5) days, not including delivery and removal days
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded



Monterey County East - SVSWA
Proposed Rates Effective 1/1/2025

Residential Services

<u>Solid Waste*</u>	<u>Monthly Rate</u>	
35 Gallon Solid Waste Service	\$48.21	Also includes recycle and organics
64 Gallon Solid Waste Service	\$75.60	Also includes recycle and organics
96 Gallon Solid Waste Service	\$94.50	Also includes recycle and organics
Legacy 20 Gallon Solid Waste Service**	\$43.94	Also includes recycle and organics

*Solid Waste rates include one 64 or 96 gallon recycling and one 64 or 96 gallon organics cart
 **Only for legacy customers transitioning to 35 gallon rate by 2026. Not offered to new or existing customers

<u>Additional Solid Waste Carts</u>	<u>Monthly Rate</u>	<u>Additional Recycle Carts</u>	<u>Monthly Rate</u>	<u>Additional Organics Carts</u>	<u>Monthly Rate</u>
35 Gallon Cart	\$38.54	35 Gallon Cart	\$9.64	35 Gallon Cart	\$9.64
64 Gallon Cart	\$60.47	64 Gallon Cart	\$15.12	64 Gallon Cart	\$15.12
96 Gallon Cart	\$75.60	96 Gallon Cart	\$18.90	96 Gallon Cart	\$18.90

<u>Extra Pickups (All Materials)</u>	<u>Rate</u>
35 Gallon Extra Pickup	\$36.16
64 Gallon Extra Pickup	\$56.70
96 Gallon Extra Pickup	\$70.88

<u>Residential Ancillary Services</u>	<u>Rate</u>	<u>Description</u>
Backyard Service - for standard three carts	\$36.17	1 cart each, MSW, Recycle, Organics Cart
Backyard Service - per cart if not on standard 3 carts	\$12.07	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate
Cart Exchange	\$134.78	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	\$134.78	one cart per material type at no charge per calendar year
Annual Bulky Pickup	\$0.00	One event per year, 5 items
Additional Bulky Pickups	\$123.55	In excess of once per year (up to 5 items)
Return for Inaccessible Containers	\$94.58	per occurrence if more than 2 times per calendar year
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded
Convenience fee for residential	\$1.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Monterey County East - SVSWA						
Proposed Rates Effective 1/1/2025						
Commercial Services						
Solid Waste Cart Services						
	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
35 Gallon Solid Waste Cart	\$35.74	\$71.47	\$107.21	\$142.94	\$178.68	\$214.42
64 Gallon Solid Waste Cart	\$55.60	\$111.20	\$166.79	\$222.39	\$277.99	\$333.59
96 Gallon Solid Waste Cart	\$68.85	\$137.70	\$206.55	\$275.40	\$344.26	\$413.11
Additional 35 Gallon Solid Waste Cart	\$28.58	\$57.15	\$85.73	\$114.30	\$142.88	\$171.45
Additional 64 Gallon Solid Waste Cart	\$44.49	\$88.98	\$133.47	\$177.96	\$222.46	\$266.95
Additional 96 Gallon Solid Waste Cart	\$55.07	\$110.13	\$165.20	\$220.27	\$275.34	\$330.40
Solid Waste Bin Services						
	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Bin	\$266.49	\$532.98	\$799.47	\$1,065.96	\$1,332.45	\$1,598.94
1.5 Yard Solid Waste Bin	\$259.29	\$518.59	\$777.88	\$1,037.17	\$1,296.46	\$1,555.76
2 Yard Solid Waste Bin	\$307.32	\$614.64	\$921.96	\$1,229.28	\$1,536.60	\$1,843.92
3 Yard Solid Waste Bin	\$443.68	\$887.36	\$1,331.04	\$1,774.72	\$2,218.40	\$2,662.08
4 Yard Solid Waste Bin	\$568.57	\$1,137.13	\$1,705.70	\$2,274.26	\$2,842.83	\$3,411.40
6 Yard Solid Waste Bin	\$818.24	\$1,636.49	\$2,454.73	\$3,272.98	\$4,091.22	\$4,909.46
8 Yard Solid Waste Bin	\$1,044.76	\$2,089.52	\$3,134.28	\$4,179.04	\$5,223.80	\$6,268.56
Solid Waste Compactor Services - Customer Owned						
	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Compactor	\$384.13	\$768.25	\$1,152.38	\$1,536.50	\$1,920.63	\$2,304.76
2 Yard Solid Waste Compactor	\$614.63	\$1,229.26	\$1,843.89	\$2,458.52	\$3,073.15	\$3,687.78
3 Yard Solid Waste Compactor	\$887.35	\$1,774.70	\$2,662.05	\$3,549.40	\$4,436.75	\$5,324.10
4 Yard Solid Waste Compactor	\$1,137.12	\$2,274.24	\$3,411.37	\$4,548.49	\$5,685.61	\$6,822.73
5 Yard Solid Waste Compactor	\$1,386.81	\$2,773.62	\$4,160.43	\$5,547.24	\$6,934.05	\$8,320.86
6 Yard Solid Waste Compactor	\$1,636.50	\$3,273.00	\$4,909.49	\$6,545.99	\$8,182.49	\$9,818.99
7 Yard Solid Waste Compactor	\$1,886.00	\$3,726.01	\$5,589.01	\$7,452.02	\$9,315.02	\$11,178.02
8 Yard Solid Waste Compactor	\$2,089.51	\$4,179.02	\$6,268.53	\$8,358.04	\$10,447.55	\$12,537.06
Recycle Cart Services						
	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
35 Gallon Recycle Cart	\$32.16	\$64.31	\$96.47	\$128.62	\$160.78	\$192.93
64 Gallon Recycle Cart	\$50.04	\$100.08	\$150.11	\$200.15	\$250.19	\$300.23
96 Gallon Recycle Cart	\$61.96	\$123.93	\$185.89	\$247.86	\$309.82	\$371.78
Additional 35 Gallon Recycle Cart	\$25.52	\$51.04	\$76.56	\$102.08	\$127.60	\$153.12
Additional 64 Gallon Recycle Cart	\$39.69	\$79.38	\$119.07	\$158.76	\$198.45	\$238.14
Additional 96 Gallon Recycle Cart	\$49.19	\$98.38	\$147.57	\$196.76	\$245.95	\$295.14
Recycle Bin Services						
	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Bin	\$172.86	\$345.72	\$518.58	\$691.44	\$864.30	\$1,037.16
1.5 Yard Recycle Bin	\$233.37	\$466.74	\$700.11	\$933.48	\$1,166.85	\$1,400.22
2 Yard Recycle Bin	\$276.58	\$553.16	\$829.74	\$1,106.32	\$1,382.90	\$1,659.48
3 Yard Recycle Bin	\$399.31	\$798.62	\$1,197.93	\$1,597.24	\$1,996.55	\$2,395.86
4 Yard Recycle Bin	\$511.70	\$1,023.40	\$1,535.10	\$2,046.80	\$2,558.50	\$3,070.20
6 Yard Recycle Bin	\$736.42	\$1,472.84	\$2,209.26	\$2,945.68	\$3,682.10	\$4,418.52
8 Yard Recycle Bin	\$940.28	\$1,880.56	\$2,820.84	\$3,761.12	\$4,701.40	\$5,641.68
Recycle Compactor Bin Services - Customer Owned						
	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Compactor Bin	\$345.72	\$691.44	\$1,037.16	\$1,382.88	\$1,728.60	\$2,074.32
2 Yard Recycle Compactor Bin	\$553.16	\$1,106.32	\$1,659.48	\$2,212.64	\$2,765.80	\$3,319.96
3 Yard Recycle Compactor Bin	\$798.62	\$1,597.24	\$2,395.86	\$3,194.48	\$3,993.10	\$4,791.72
4 Yard Recycle Compactor Bin	\$1,023.41	\$2,046.82	\$3,070.23	\$4,093.64	\$5,117.05	\$6,140.46
5 Yard Recycle Compactor Bin	\$1,248.13	\$2,496.26	\$3,744.39	\$4,992.52	\$6,240.65	\$7,488.78
6 Yard Recycle Compactor Bin	\$1,472.84	\$2,945.68	\$4,418.52	\$5,891.36	\$7,364.20	\$8,837.04
7 Yard Recycle Compactor Bin	\$1,676.70	\$3,353.40	\$5,030.10	\$6,706.80	\$8,383.50	\$10,060.20
8 Yard Recycle Compactor Bin	\$1,880.56	\$3,761.12	\$5,641.68	\$7,522.24	\$9,402.80	\$11,283.36
Organics - Food and Yard Waste						
	1xWeek	2xWeek	3xWeek			
64 Gallon Food and Yard Waste Cart	\$57.34	\$114.68	\$172.01			
Additional 64 Gallon Food and Yard Waste Cart	\$47.14	\$94.28	\$141.42			
2 Yard Food Waste Bin	\$439.02	\$878.04	\$1,317.06			
2 Yard Food Waste Compactor - Customer owned	\$877.98	\$1,755.96	\$2,633.94			
Yard Waste Only Services						
	1xWeek	2xWeek	3xWeek			
96 Gallon Yard Waste Cart	\$66.84	\$133.68	\$200.51			
Additional 96 Gallon Yard Waste Only Carts	\$56.55	\$113.10	\$169.64			
Extra Pickups (All Materials)						
	Rate	Description				
35 Gallon Extra Pickup	\$38.29	per cart				
64 Gallon Extra Pickup	\$59.58	of Monthly Rate				
96 Gallon Extra Pickup	\$73.76	per cart per occurrence				
1 Yard Extra Pickup	\$137.19	each, in excess of 1 per calendar year				
1.5 Yard Extra Pickup	\$185.21	one cart per material type at no charge per calendar year				
2 Yard Extra Pickup	\$219.51					
3 Yard Extra Pickup	\$316.91					
4 Yard Extra Pickup	\$406.12					
6 Yard Extra Pickup	\$584.46					
8 Yard Extra Pickup	\$746.25					
Commercial Instabins*						
	Rate	Description				
1 Cubic Yard Instabin	\$171.45	per bin per occurrence				
2 Cubic Yard Instabin	\$259.63	per month per enclosure				
3 Cubic Yard Instabin	\$389.42	per month per enclosure				
4 Cubic Yard Instabin	\$497.52	per month per enclosure				
6 Cubic Yard Instabin	\$713.73	after County approved service suspension				
8 Cubic Yard Instabin	\$908.24					
Commercial Ancillary Services						
	Rate	Description				
Cart Roll Out Service	\$12.07	per cart				
Difficult to Service Cart Customers	\$15.09	of Monthly Rate				
Cart Cleaning Fee	\$134.87	per cart per occurrence				
Cart Exchange	\$127.95	each, in excess of 1 per calendar year				
Cart Replacement (Lost or Stolen)	\$127.95	one cart per material type at no charge per calendar year				
Multi Family Annual/Bulky Pickup	\$0.00	Once per year for all units (2 items per unit. Must be scheduled by manager/account holder)				
Multi Family Annual Bulky - Excess Items	\$25.74	Per item in excess of what is included in annual bulky pickup				
Multi Family Additional Bulky Pickup - trip charge	\$89.79	in excess of once per year pickup (Must be scheduled by manager/account holder)				
Multi Family Additional Bulky Pickup - per item charge	\$25.74	Per item				
Return for Inaccessible Containers	\$89.79	per occurrence if more than 2 times per calendar year				
Lock charge per enclosure	\$44.87	per month per enclosure				
Lock charge per container	\$17.98	per month per container				
Reactivation Fee	\$44.87	after County approved service suspension				
Bin Push Rate: 1-25 ft	\$47.52					
Bin Push Rate: 26-49 ft	\$95.05					
Bin Push Rate: 50-75 ft	\$142.60					
Bin Push Rate: 76-100 ft	\$190.10					
Bin Push Rate: 101-125 ft	\$237.65					
Bin Push Rate: 126+ ft	\$285.16					
Bin Cleaning Fee	\$213.89	per bin per occurrence				
Bin Exchange	\$142.60	each, in excess of 1 per calendar year				
Bin Replacement (Lost or Stolen)	\$855.49	one bin per material type at no charge per calendar year				
Insufficient Funds	\$25.00	Check returned unpaid by financial institution				
Late Payment Fee (unpaid invoices)	\$1.50%	30 days from date of invoice. \$5.00 minimum not compounded				
Convenience fee for commercial accounts	\$9.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.				

*One time use or special events only. Not to be used for regular or permanent customers.

Monterey County East - SVSWA
Proposed Rates Effective 1/1/2025

Roll Off Services

Open Top Roll Off Boxes*

Haul Rate for 7-10 Yard Bin	\$503.57
Haul Rate for 11-20 Yard Bin	\$604.27
Haul Rate for 21-30 Yard Bin	\$745.27
Haul Rate for 31-40 Yard Bin	\$906.39
Haul Rate for 41-50 Yard Bin	\$1,069.36

Compactor Boxes*

Haul Rate for 7-10	\$629.44
Haul Rate for 11-15	\$692.43
Haul Rate for 16-20	\$755.32
Haul Rate for 21-30	\$931.58
Haul Rate for 31-40	\$1,133.02
Haul Rate for 41-50	\$1,334.42

*Roll Off Hauls with Special Handling Charge - Materials requiring special handling by SVSWA staff may be charged the Solid Waste Tipping Fee + 50%. Certified burials, fumigation or mulch plastic/drip tape, nonfriable asbestos (up to 1 cubic yard w/o pre-approval, wetted and double bagged), and remediated soil handling may have this fee assessed.

*Note: All Bin, compacted box and non-compacted box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.

Disposal Site & Material Type

Johnson Canyon LFMSW	\$71.94	Per Ton
Johnson Canyon LF Mixed C&D	\$71.94	Per Ton
Marina LF Recycle	\$44.44	Per Ton
Johnson Canyon LF Organics	\$84.72	Per Ton
Johnson Canyon LF White Goods (w/Freon)	\$18.67	Each
Johnson Canyon LF Wood	\$64.72	Per Ton
Johnson Canyon LF Inert - Concrete	\$13.33	Per Ton
Johnson Canyon LF Inert - Asphalt	\$1.11	Per Ton
Johnson Canyon LF Inert - Dirt	\$71.94	Per Ton

Roll Off Ancillary Services

	Rate	Description
Relocation	\$285.16	RO Box relocated at customers current site - per occurrence
Dry Run	\$380.24	trip charge, no haul - per occurrence
Stand By per hour	\$190.10	per hour
Stand By per day - 6 hour maximum	\$2,281.38	per day - 6 hour maximum
Reactivation Fee	\$18.29	after County approved service suspension
Demurrage Per Day	\$29.77	temporary rental, after five (5) days, not including delivery and removal days
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

Emergency Rates

<u>Employee</u>	<u>Hourly Rate</u>
Driver	\$283.08
Supervisor	\$330.26
Helper	\$188.89

<u>Equipment Type</u>	<u>Hourly Rate</u>
Side Loader - Autocar	\$283.08
Commercial Front End Loader - Autocar	\$330.26
Rear End Loader - Autocar	\$283.08
Roll Off - Autocar	\$283.08
Flat Bed Truck - Autocar	\$141.53
Collection Vehicle Travel Charge per Mile	\$13.23

Exhibit 2 - Refuse Rate Index

The "Refuse Rate Index" adjustment shall be calculated in the following manner:

The expenses of Collection Services for the designated review period shall be prepared in a format set forth in the Operating Cost Statement, provided below.

The expenses of collection services shall be broken down into the following major Cost Categories: Labor, CNG/Diesel Fuel, Vehicle Replacement, Vehicle Maintenance, All Other, AB 939 fees, and Disposal.

The Data Sources below will be used to calculate the "RRI Percentage Change" for each Cost Category. The RRI Percentage Change will be based on the year over year 12-month average change ending in June. For example, if the rate adjustment is to be implemented January 1, 2025, the RRI Percentage Change will be based upon the year over year 12-month average change from July 2023 to June 2024. In the event any index is discontinued, a successor index shall be selected by the parties that is most closely equivalent to the discontinued index as recommended by the BLS.

The Disposal cost categories are based on the change in the most recent disposal and processing rates per ton available compared to the disposal and processing rates included in the previous year's RRI calculation.

For each RRI adjustment, each Cost Category will be assigned an Item Weight percentage based on its proportionate share of all expenses in the Operating Cost Statement for Carmel Marina Corporation (CMC) for 12 months ending June. For example, if the rate adjustment is implemented on January 1, 2025, the Item Weight percentage will be based upon the Operating Cost Statement for the 12-month period ending June 30, 2024.

The Weighted Percentage Change for each Cost Category will equal the Percentage Change from the RRI Index multiplied by its Item Weight.

The Total Price Increase will be the sum of each Cost Category's Weighted Percentage Change.

Operating Cost Statement:

The following costs will be included in the Operating Cost Statement from the Carmel Marina Corporation (CMC) financial statement.

Labor and Benefits: All labor accounts for Salaries, Wages – hourly & overtime, Bonuses, Commissions, Other Compensation, Compensated Absences & Vacation, Severance, Health & Welfare Insurance Premiums, Pension & Retirement Benefits, Workers Compensation costs, Payroll Taxes Other employee costs including safety gear, related to the services provided under this Contract. Employment, Hours, and Earnings from the Current Employment Statistics survey (National). Series ID: CEU6056210008

Diesel: Diesel Fuel Costs Diesel-Producer Price Index-Commodities. Series ID: WPU057303.

CNG Fuel: CNG fuel costs. CNG-Pacific Gas & Electric Company. Schedule G-NGV1

Vehicle Replacement: Collection and collection related vehicle depreciation accounts. Vehicle lease and rental accounts related to collection or collection related vehicles. Producer Price Index-Commodities. Series ID: WPU141301

Vehicle Maintenance: All collection and collection related vehicle paint, Tires, Parts & Supplies, Lubricants, Third Party Services, Other Maintenance accounts. Vehicle Maintenance Series ID: pcu336211336211

All Other: All other expense accounts related to the services provided under this Agreement not included above. This category includes, but not limited to, all insurance (e.g., general liability, fire, truck damage, and extended coverage); rent on property; truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies; printing; postage; trade association dues and subscription; seminars & education; advertising; travel costs; taxes; and miscellaneous other items. Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services Series ID: CUUR0000SEHG.

AB939 Fees: Fees charged by Salinas Valley Solid Waste Authority.

Disposal: All disposal and processing accounts.

Exhibit 3 - Form of Guaranty

Guarantee Agreement

This Guarantee Agreement (this “Guarantee”), dated as of January 1, 2025, is made and entered into by Waste Management, Inc., a Delaware corporation (“Guarantor”).

WITNESSETH:

WHEREAS, USA Waste of California, Inc., a subsidiary of Guarantor (the “WM Subsidiary”) has entered into a Unified Franchise Agreement (the “Agreement”) effective as of January 1, 2025 with the County of Monterey, California (the “County”) pursuant to which WM Subsidiary has agreed to provide certain collection, disposal and processing services; and

WHEREAS, Guarantor will directly or indirectly benefit from the Agreement;

NOW THEREFORE, in consideration of County entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. GUARANTY. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the financial obligations of WM Subsidiary (the “Obligations”) to County in accordance with the Agreement. To the extent that WM Subsidiary shall fail to pay any Obligations, Guarantor shall promptly pay to County the amount due. This Guarantee shall constitute a guarantee of payment and not of collection. The liability of Guarantor under the Guarantee shall be subject to the following:

Guarantor’s liability hereunder shall be and is specifically limited to payments expressly required to be made in accordance with the Agreement (even if such payments are deemed to be damages) and, except to the extent specifically provided in the Agreement, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages, costs, or attorney’s fees.

2. DEMANDS AND NOTICE. If WM Subsidiary fails or refuses to pay any Obligations, County shall notify WM Subsidiary in writing of the manner in which WM Subsidiary has failed to pay and demand that payment be made by WM Subsidiary. If WM Subsidiary’s failure or refusal to pay continues for a period of fifteen (15) days after the date of County’s notice to WM Subsidiary, and County has elected to exercise its rights under this Guarantee, County shall make a demand upon Guarantor (hereinafter referred to as a “Payment Demand”). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount WM Subsidiary has failed to pay and an explanation of why such payment is due, with a specific statement that County is calling upon Guarantor to pay under this Guarantee. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until WM Subsidiary or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guarantee;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guarantee; and

(c) this Guarantee constitutes a valid and legally binding agreement of Guarantor, except as the enforceability of this Guarantee may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WM Subsidiary or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of WM Subsidiary.

5. AMENDMENT OF GUARANTY. No term or provision of this Guarantee shall be amended, modified, altered, waived, or supplemented except in a writing signed by the parties hereto.

6. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guarantee; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against WM Subsidiary or any other person, or except as expressly hereinabove set forth, to require that County seek enforcement of any performance against WM Subsidiary or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of County in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by email, as follows:

To County: 
1270 Natividad Road, Salinas, CA 93906
jimenezem@countyofmonterey.gov

To Guarantor: _____

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by email shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by email shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8 MISCELLANEOUS. THIS GUARANTEE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Guarantee shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by County, its successors and assigns. Guarantor may assign this Guarantee and be released from its obligations hereunder with the consent of County, which consent shall not be unreasonably withheld. The Guarantee embodies the entire agreement and understanding between Guarantor and County and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

EXECUTED as of the day and year first above written.

WASTE MANAGEMENT, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit 4 - Omitted

Exhibit 5 - Service Area

The boundaries of the Service Area are as indicated below:

South Boundary- San Luis Obispo County line

East Boundary- the San Benito/Fresno/Kings County lines

West Boundary- the Pacific Ocean

North Boundary- The Santa Cruz County line.

Exhibit 6 - JPA Boundaries

MRWMD Description (West)

The Monterey Regional Waste Management District jurisdictional boundaries include the cities of Carmel-by-the-Sea, Del Rey Oaks, Marina, Monterey, Pacific Grove, Sand City, Seaside, and the unincorporated areas of Big Sur, Carmel Highlands, Carmel Valley, Castroville, Corral De Tierra, Laguna Seca, Moss Landing, Pebble Beach, San Benancio, and Toro Park. The District covers a total of 853 square miles.

SVSWA Description (East)

The Salinas Valley Solid Waste Authority jurisdictional boundaries include the cities of Gonzales, Greenfield, King City, Salinas, and Soledad and the unincorporated eastern portion of Monterey County. The Authority covers roughly 2,450 square miles.

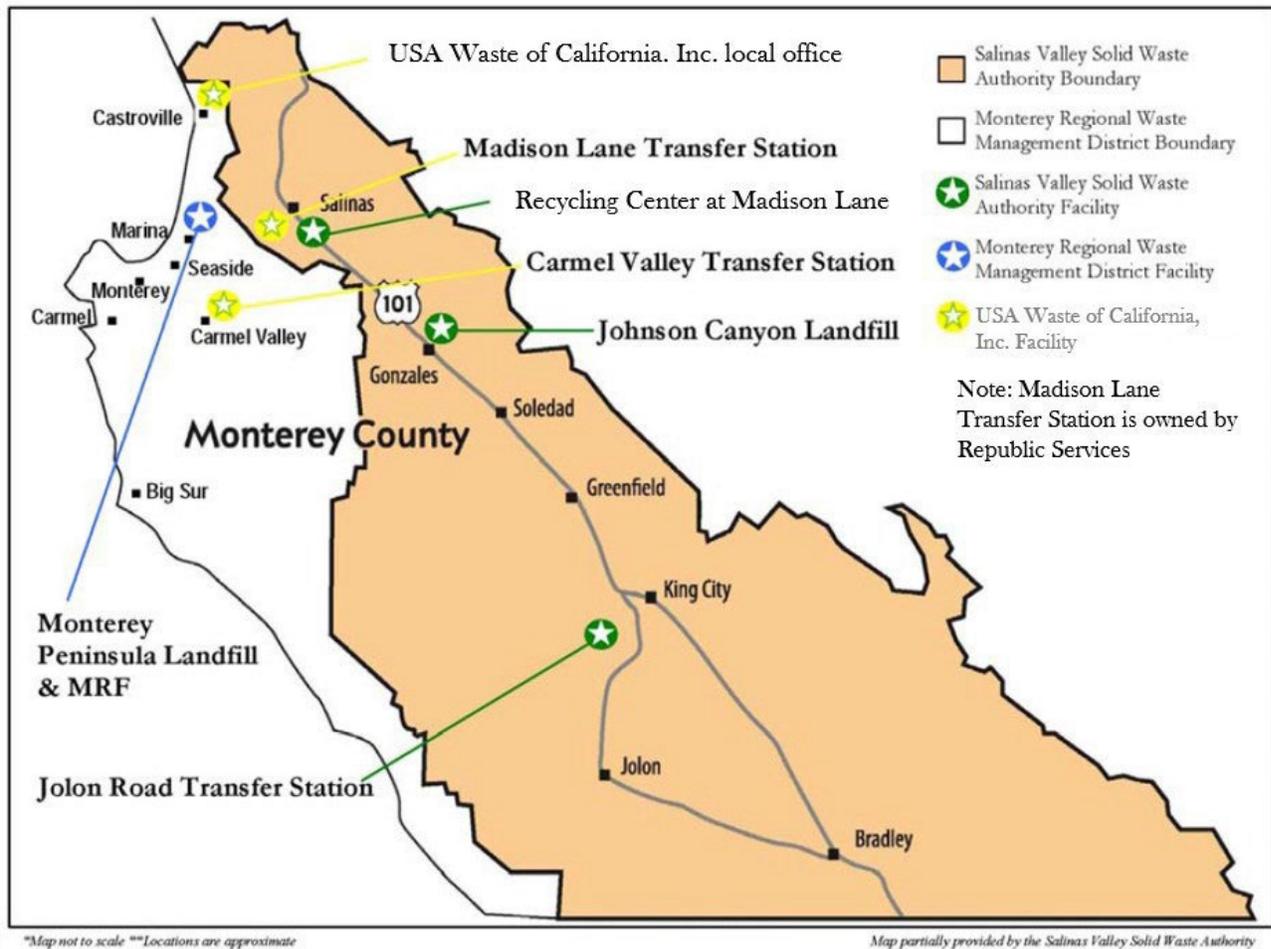


Exhibit 7 - Reports

Section	Report	Report Frequency
	Collections	
5.8	Used Oil Filter Collection (oil volume and number of filters)	Monthly
5, 6, 7, 8	Diversion Report for Collection Services (see separate spreadsheet)	Monthly and Quarterly
5.10	Battery Collection	(included in diversion report)
5.7, 6.6	On-Call Bulky Collection	(included in diversion report)
9.1	Christmas tree collection and diversion	(included in diversion report)
8	On-Call Bins and Roll-off Collection Services	(included in diversion report)
9.2	Employee Housing Site Program	Monthly
9.4	County Clean-up Services	Monthly
9.5	Large Venue and Events Collection (see separate workbook)	6 weeks after event, included Monthly
9.6	Abandoned Solid Waste Collection (provided by Public Works)	Monthly
9.7	Community Drop-off Events	Monthly
3.15, 3.18, 5, 6, 7, 8, 17.5, 20.3	Container Delivery and Removal	Monthly
	Damage to Customer Property	
	Record of Inquiries and Complaints Received by Contractor	
	Spillage and Leaks	
	Missed Collections	
	Inadvertent Delivery of Unpermitted Waste	Monthly
	Non-Collection	Monthly
	Outreach and Education	
16	Public Education and Outreach Plan	Annual - Due to County for approval by December 1st
9.3	Participation in the Central Coast Recycling Media Coalition (CCRMC)	Monthly
6.7, 7.6, 16.1.2	Commercial and Multi-Family outreach conducted, presentations at schools and other community events	Monthly and Quarterly
16	Outreach materials distributed to Customers	As produced
	Other	
11.1, 11.16	Billing Reports (support of amounts billed and collected)	Monthly
11.3	Delinquent Accounts	Monthly
3	Franchise Infringement	Monthly
14.11	Vehicle Inventory	Upon Request
5, 6, 7, 8	Collection Services for SFD, MFD and Commercial Customers	Annual - provided for EAR report
	Customer Counts According to Service Type	
	Recycling and Green waste customer participation ratio	

Exhibit 8 - Omitted

Exhibit 9 - Emergency Backup Plan

[Will be added once developed by Contractor and County]

Exhibit 10 - County Facilities

Facility	Address	City	Service Description	Type	Quantity	Frequency (per week)
Health - Children's Medical Services	47 San Benancio Canyon Road	Salinas	6-YD BIN	MSW	1	2X
			96-GAL CART	RECY	3	1X
Library - Aromas	389 Blohm Ave	Aromas	96-GAL CART	MSW	1	1X
			64-GAL CART	RECY	2	1X
Library - Big Sur (Modular)	Highway 1 Ripplewood Resort	Big Sur	2-YD BIN	MSW	1	3X
			2-YD BIN	RECY	1	2X
Library - Carmel Valley	65 West Carmel Valley Road	Carmel Valley	96-GAL CART	MSW	1	1X
			96-GAL CART	ORG	1	1X
			96-GAL CART	RECY	1	1X
			96-GAL CART			
Library - Castroville w/ Dist 2 Supervisor	11140-11160 Speegle Street	Castroville	96-GAL CART	MSW	3	1X
			96-GAL CART	RECY	3	1X
			96-GAL CART	ORG	2	1X
			96-GAL CART			
Library - Prunedale	17822 Moro Road	Prunedale	2-YD BIN	MSW	1	1X
			96-GAL CART	RECY	2	1X
Parks - Jack's Peak Park	25020 Jack Peaks Park Road	Monterey	4-YD BIN	MSW	1	1X
Parks - Laguna Seca (43 Buildings)	1025 Highway 68	Salinas	4-YD BIN	MSW	4	1X
			3-YD BIN	RECY	2	1X
Parks- Laguna Seca (Rifle Range)	1025 Highway 68	Salinas	20-YD BOX	MSW	2	1X
			20-YD BOX	ORG	1	ON-CALL
			20-YD BOX	RECY	1	ON-CALL

Parks - Manzanita Park (3 Buildings)	17100 Castroville Blvd	Salinas	6-YD BIN 3-YD BIN 96-GAL CART	MSW MSW RECY	1 1 3	1X 1X 1X
Parks - Royal Oaks Park (9 Buildings)	537 Maher Road	Watsonville	20-YD BOX 6-YD BIN	MSW MSW	2 1	1X 1X
Parks - San Lorenzo Park (30 buildings)	1160 Broadway	King City	4-YD BIN 4-YD BIN 3-YD BIN 30-YD BOX	MSW RECY RECY ORG	4 1 1 2	1X 1X 1X ON-CALL
Parks - Toro Park (16 Buildings)	501 Monterey/Salinas Hwy 68	Salinas	64-GAL CART 64-GAL CART	MSW RECY	12 12	1X 1X
Parks - Toro Park (16 Buildings)	501 Monterey/Salinas Hwy 68	Salinas	20-YD BOX 20-YD BOX 20-YD BOX 15-YD BOX	MSW ORG METAL RECY	1 1 1 1	1X ON-CALL ON-CALL 1X
Probation - Rancho Cielo (100 ac lease)	700-710 Old Stage Road	Salinas	8-YD BIN 8-YD BIN 96-GAL CART 96-GAL CART	MSW RECY RECY ORG	1 1 6 4	1X 1X 1X 1X
Public Works - San Miguel Canyon Road Yard	1171 San Miquel Canyon Road	Salinas	2-YD BIN 2-YD BIN	MSW RECY	1 1	1X 1X
Fire Dept - Field Office, Chualar	24281 Washington Street	Chualar	96-GAL CART 96-GAL CART 64-GAL CART	MSW RECY ORG	2 1 1	1X 1X 1X

Exhibit 11 - County Sponsored Large Venue Events

	COUNTY-SPONSORED SPECIAL EVENTS	Produced
	Event	Estimated Yardage
1	Sea Otter Classic	750
2	Trans Am SpeedFest	180
3	Motul Course De Monterey (IMSA)	210
4	Ferrari Challenge	180
5	Firestone Grand Prix of Monterey (NTT INDYCAR)	240
6	MotoAmerica Superbike SpeedFest at Monterey	210
7	Monterey Pre-Reunion & Community Day	150
8	Rolex Monterey Motorsports Reunion	210
9	GRIDLIFE Festival (TBC)	180

Note: Assumes usage of 30-yard Roll-Off Containers for all materials. Size of containers utilized may be changed depending on event needs.



County of Monterey

Item No.24

Board Report

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

Legistar File Number: RES 25-133

October 14, 2025

Introduced: 8/27/2025

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: BoS Resolution

- a. Authorize the Sheriff's acceptance of \$75,000 from the State of California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program; and
- b. Authorize approval of the increase in appropriations of the Sheriff's FY 2025-2026 Adopted Budget 001-2300-8242-SHE001-ABCAPP by \$75,000 financed by \$75,000 from the California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program; and
- c. Authorize and direct the Auditor Controller to amend the Sheriff's Fiscal Year 2025-2026 Adopted Budget 001-2300-8242-SHE001-ABCAPP by \$75,000 funded by the State of California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program (4/5 vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize the Sheriff's acceptance of \$75,000 from the State of California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program; and
- b. Authorize approval of the increase in appropriations of the Sheriff's FY 2025-2026 Adopted Budget 001-2300-8242-SHE001-ABCAPP by \$75,000 financed by \$75,000 from the California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program; and
- c. Authorize and direct the Auditor Controller to amend the Sheriff's Fiscal Year 2025-2026 Adopted Budget 001-2300-8242-SHE001-ABCAPP by \$75,000 funded by the State of California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program (4/5 vote required).

SUMMARY/DISCUSSION:

The Monterey County Sheriff's Office was notified of the grant award for the grant period of July 1, 2025, to June 30, 2026. Due to the late award notification this item is brought forward to the Board of Supervisors for retroactive authorization.

Monterey County grapples with a significant issue of alcohol-related problems with establishments where alcohol is the primary item for sale. Also, particularly concerning is the growing consumption, purchase, and access of alcohol by minors.

Specific areas of concern within the county include rural communities like Pajaro and Castroville. Smaller South Monterey County cities like Gonzales, Soledad, Greenfield, and King City, as well as larger urban areas like the City of Salinas, also share the same significant alcohol-related problems and challenges. Many of these communities face elevated rates of underage drinking, leading to detrimental effects on public safety, youth development, and community well-being.

To address these issues and concerns, the Sheriff's Office will continue to designate the Comprehensive Alcohol Regulation and Education (CARE) Program to be funded from funds made available through the Alcohol Policing Partnership Program (APP) administered by the State of California Department of Alcohol Beverage Control (ABC). The CARE Program focuses primarily on prevention through education and training of ABC licensed business establishments, and enforcement of alcohol related laws and regulations.

The Monterey County Sheriff's Office request approval of this agreement.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Counsel has reviewed the agreement as to legal form, and the Auditor/Controller has reviewed the fiscal provisions. This item was presented to the Board of Supervisors Budget Committee at their September 24, 2025 meeting.

FINANCING:

The Sheriff's Office is requesting to increase appropriations and estimated revenues of the Adopted Budget for FY 2025-26, 001-2300-8242-SHE001-ABCAPP in the amount of \$75,000, financed by the Department of Alcohol Beverage Control, Alcohol Policing Partnership Program (APP).

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

- Well-Being and Quality of Life
- Sustainable Infrastructure for the Present and Future
- Safe and Resilient Communities
- Diverse and Thriving Economy
- Dynamic Organization and Employer of Choice

Prepared by: Scott Davis, Acting Commander, Ext #3896

Reviewed by: Jason Smith, Chief Deputy, Ext#3801

Reviewed by: Keith Boyd, Undersheriff, Ext#3859

Approved by: Tina M. Nieto, Sheriff/Coroner, Ext #3750

Attachments:

- Board Report
- Standard Agreement
- Exhibits A-D
- Resolution



County of Monterey

Item No.

Board Report

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

Legistar File Number: RES 25-133

October 07, 2025

Introduced: 8/27/2025

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

- a. Authorize the Sheriff's acceptance of \$75,000 from the State of California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program; and
- b. Authorize approval of the increase in appropriations of the Sheriff's FY 2024-2025 Adopted Budget 001-2300-8242-SHE001-ABCAPP by \$75,000 financed by \$75,000 from the California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program; and
- c. Authorize and direct the Auditor Controller to amend the Sheriff's Fiscal Year 2025-2026 Adopted Budget 001-2300-8242-SHE001-ABCAPP by \$75,000 funded by the State of California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize the Sheriff's acceptance of \$75,000 from the State of California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program; and
- b. Authorize approval of the increase in appropriations of the Sheriff's FY 2024-2025 Adopted Budget 001-2300-8242-SHE001-ABCAPP by \$75,000 financed by \$75,000 from the California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program; and
- c. Authorize and direct the Auditor Controller to amend the Sheriff's Fiscal Year 2025-2026 Adopted Budget 001-2300-8242-SHE001-ABCAPP by \$75,000 funded by the State of California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program.

SUMMARY/DISCUSSION:

The Monterey County Sheriff's Office was notified of the grant award for the grant period of July 1, 2025, to June 30, 2026. Due to the late award notification this item is brought forward to the Board of Supervisors for retroactive authorization.

Monterey County grapples with a significant issue of alcohol-related problems with establishments where alcohol is the primary item for sale. Also, particularly concerning is the growing consumption, purchase, and access of alcohol by minors.

Specific areas of concern within the county include rural communities like Pajaro and Castroville. Smaller South Monterey County cities like Gonzales, Soledad, Greenfield, and King City, as well as larger urban areas like the City of Salinas, also share the same significant alcohol-related problems and challenges. Many of these communities face elevated rates of underage drinking, leading to detrimental effects on public safety, youth development, and community well-being.

To address these issues and concerns, the Sheriff's Office will continue to designate the

Comprehensive Alcohol Regulation and Education (CARE) Program to be funded from funds made available through the Alcohol Policing Partnership Program (APP) administered by the State of California Department of Alcohol Beverage Control (ABC). The CARE Program focuses primarily on prevention through education and training of ABC licensed business establishments, and enforcement of alcohol related laws and regulations.

The Monterey County Sheriff's Office request approval of this agreement.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Counsel has reviewed the agreement as to legal form, and the Auditor/Controller has reviewed the fiscal provisions. This item will be presented to the Board of Supervisors Budget Committee at their September 24, 2025 meeting.

FINANCING:

The Sheriff's Office is asking support from the Budget Committee to increase appropriations and estimated revenues of the Adopted Budget for FY 2025-26, 001-2300-8242-SHE001-ABCAPP in the amount of \$75,000, financed by the Department of Alcohol Beverage Control, Alcohol Policing Partnership Program (APP).

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

- Well-Being and Quality of Life
- Sustainable Infrastructure for the Present and Future
- Safe and Resilient Communities
- Diverse and Thriving Economy
- Dynamic Organization and Employer of Choice

Prepared by: Arthur Curtright, Management Analyst II, Ext #3708

Reviewed by: Jason Smith, Chief Deputy, Ext#3801

Reviewed by: Keith Boyd, Undersheriff, Ext#3859

Approved by: Tina M. Nieto, Sheriff/Coroner, Ext #3750

Attachments:

- Board Report
- Standard Agreement
- Exhibits A-D
- Resolution

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 25-APP27	PURCHASING AUTHORITY NUMBER (If Applicable) ABC-2100
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTOR NAME

County of Monterey through the Monterey County Sheriff's Office

2. The term of this Agreement is:

START DATE

July 1, 2025

THROUGH END DATE

June 30, 2026

3. The maximum amount of this Agreement is:

\$ 75,000.00 Seventy five thousand dollars and no 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	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 02/2025)	5
+ -	Exhibit D Special Terms and Conditions	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.)

County of Monterey through the Monterey County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

1414 Natividad Road

CITY

Salinas

STATE

CA

ZIP

93906

PRINTED NAME OF PERSON SIGNING

Tom Skinner

TITLE

Contracts and Purchasing Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Baker

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A SCOPE OF WORK

I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.
- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
 1. The operation period of the grant is July 1, 2025 through June 30, 2026.
 2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
 3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.
 4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
 5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

II. GOALS AND OBJECTIVES

1. Conduct at least ten (10) Minor Decoy operations.
2. Conduct at least four (4) Shoulder tap operations, including the Statewide Shoulder tap operation.
3. Conduct at least two (2) Trap Door operations.

4. Conduct at least eight (8) DUI Saturation patrols.
5. Conduct at least five (5) General Enforcement operations.
6. Conduct at least two (2) LEAD trainings.
7. Conduct at least two (2) TRACE / Roll Call trainings.
8. Work with ABC to conduct a Townhall meeting with licensees in Castroville to discuss ongoing issues on HWY 90.
9. Provide press/social media releases on grant enforcement activities.
 - A. To announce the start of the program;
 - B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
 - C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
10. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (pio@abc.ca.gov) as soon as it is released.
11. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15th of the following month.

III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Monterey County Sheriff's Office
Joseph Banuelos, Commander
1414 Natividad Road
Salinas, CA 93906
(831) 755-9807
banuelosjm@countyofmonterey.gov

Department of Alcoholic Beverage Control
Aaron Perry, Supervising Agent in Charge
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-5169
aaron.perry@abc.ca.gov

Direct all fiscal inquiries to:

Monterey County Sheriff's Office
Julie Lavorato, Accountant
1414 Natividad Road
Salinas, CA 93906
(831) 759-7253
lavoratojl@countyofmonterey.gov

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
Kristine.okino@abc.ca.gov

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (25-APP27) and must not exceed the contract total authorized amount of \$75,000.00. Invoices are to be submitted by the 15th of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
Attn: Kristine Okino, Grant Coordinator
3927 Lennane Drive
Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2025.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2025 and on or before the project termination date, June 30, 2026.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.
- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

II. BUDGET DETAIL

COST CATEGORY	TOTAL COST
A. Personnel Services	
<u>Overtime</u>	
Sergeant (\$133.94/hourly)	\$37,502.00
Deputy Sheriff (\$104.16/hourly)	\$30,000.00
Benefits – 9.1%	\$1,000.00
TOTAL Personnel	\$68,502.00
B. Operating Expenses (receipts required)	
Buy Money	\$2,500.00
TOTAL Operating	\$2,500.00
C. Equipment (receipts required, must be purchased by 12/31)	
Two way Radio	\$998.00
TOTAL Equipment	\$998.00
D. Travel Costs	
Registration, lodging, per diem	\$3,000.00
TOTAL Travel	\$3,000.00
GRANT TOTAL	\$75,000.00

III. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any 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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- 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 this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

IV. 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.

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the 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 Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor 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 agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials 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.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing 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, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)
21. GENERATIVE AI DISCLOSURE OBLIGATIONS:
- a. The following terms are in addition to the defined terms and shall apply to the Contract:
 - 1) “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)
 - b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
 - c. Notification shall be provided to the State designee identified in this Contract.
 - d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
 - e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
 - f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. Disputes: Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Cancellation/Termination: This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2025, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.

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

Resolution No. _____

Adopt a Resolution to:

- a. Authorize and direct the Auditor Controller to amend the Sheriff's Fiscal Year 2025-2026 Adopted Budget 001-2300-8242-SHE001-ABCAPP by \$75,000 funded by the State of California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program (4/5 vote required).

WHEREAS, the Sheriff's Office is requesting an increase in appropriations based on acceptance of FY 2025-2026 Alcohol Beverage Control's Alcohol Policing Partnership Program grant award; and

WHEREAS, the Sheriff desires to undertake a certain project designated as the Comprehensive Alcohol Regulation and Education (CARE) Program to be funded in part from funds made available through the Alcohol Policing Partnership (APP) Program administered by the Department of Alcohol Beverage Control (hereafter referred to as ABC); and

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolved to approve the following:

- a. Authorize and direct the Auditor Controller to amend the Sheriff's Fiscal Year 2025-2026 Adopted Budget 001-2300-8242-SHE001-ABCAPP by \$75,000 funded by the State of California Department of Alcohol Beverage Control, Alcohol Policing Partnership (APP) Program (4/5 vote required).

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this award is not subject to local hiring freezes.

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____ and carried this _____ day of October 2025 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:
File Number:

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

By: _____, Deputy



County of Monterey

Item No.25

Board Report

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

Legistar File Number: 25-623

October 14, 2025

Introduced: 8/28/2025

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: General Agenda Item

Approve and authorize the Contracts and Purchasing Officer or their designee to execute an agreement with Cornerstone Detention Products, Inc., to meet the programming code standardization, supported hardware, and security requirements for the control system at both the New and Old Jail which manages intercoms, doors, cameras, and system control communications, effective October 17, 2025 to June 30, 2027, in the amount of \$384,675.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Contracts and Purchasing Officer or their designee to execute an agreement with Cornerstone Detention Products, Inc., to meet the programming code standardization, supported hardware, and security requirements for the control system at both the New and Old Jail which manages intercoms, doors, cameras, and system control communications, effective October 17, 2025 to June 30, 2027, in the amount of \$384,675.

SUMMARY/DISCUSSION:

The Department of Justice (DOJ) mandates security systems for public safety have a supported operating system and hardware. To meet this requirement, the Cornerstone Detention System requires Windows 10 workstations be upgraded to Windows 11 and be deployed on supported hardware/software. The Sheriff's Office began working with the CAO's Office in February 2025 to identify funding to address this need. Direction from CAO's Office was to include in the budget. The Sheriff's Office requested augmentation funding for this project during the FY25-26 budget development process, but the request was not approved. The Sheriff's Office will need to absorb the costs of this project if this augmentation request is not approved by the BOS.

Facilities was consulted and advised this project did not need to be presented to CIC since it dealt with desktops, programming and software.

The Monterey County Sheriff's Office (MCSO) request support to execute an agreement for the replacement of the (13) existing New and Old Jail control workstations. The proposed project would replace (13) workstations, configured and integrated new workstations with the existing cornerstone control system which manages intercoms, camera's, video capturing, door operations and general system communications.

This change would require the Programmable Logic Controller (PLC) to be rewritten to communicate with the existing PLC processors and relays for required functionality for Windows.

This change is in alignment with the FBI CJIS Security Policy 5.9.4 which requires event logging, supported operating systems and security.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Board of Supervisors Budget Committee pulled this item on September 24, 2025, in order to allow the CAO Budget Office time to work with the Sheriff's Office to determine discretionary funding source(s). County Counsel has reviewed as to legal form, and the Auditor/Controller has reviewed for fiscal provisions. ITD approves this agreement.

FINANCING:

Due to the impending cost of the Tariff's, the cost of this contract will come from the FY2025-26 Adopted Budget, however, the Sheriff's Office may come back to the board at a later date for an augmentation if necessary.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

- Well-Being and Quality of Life
- Sustainable Infrastructure for the Present and Future
- Safe and Resilient Communities
- Diverse and Thriving Economy
- Dynamic Organization and Employer of Choice

Prepared by: Arthur Curtright, Management Analyst III, ext#3708

Reviewed by: Timothy Lanquist, Chief Deputy, ext#3887

Reviewed by: Keith Boyd, Undersheriff, ext#3859

Approved by: Tina M. Nieto, Sheriff-Coroner, ext#3750

Attachments:

Board Report

Agreement with Cornerstone Detention Products, Inc.

Exhibit A

Exhibit B



County of Monterey

Item No.

Board Report

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

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Attachments:

Board Report

Agreement with Cornerstone Detention Products, Inc.

Exhibit A

Exhibit B

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:
Cornerstone Detention Products, 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: upgrade computers for detention controls, with a new Wonderware application, written to match the style of the old jail controls, and re-write the PLC program, etc

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:
\$ 384,675

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from October 17, 2025 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: Language Modification

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 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.
- 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:
Timothy Lanquist, Chief Deputy	Jared Johnson, Sales & Estimating Manager
Name and Title	Name and Title
1414 Natividad Road, Salinas, CA 93906	2511 Midpark Road, Montgomery, AL 36109
Address	Address
(831) 755-3887	(920) 882-8845
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 *****

EXHIBIT A

**To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
CORNERSTONE DETENTION PRODUCTS, INC., hereinafter referred to as
"CONTRACTOR"**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR will provide new workstation computers for detention controls, with a new Wonderware application, written to match the style of the old jail controls, and re-write the PLC program. 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. Software and Computer Upgrade (NEW JAIL) Scope of Work:

1.1 Security System Touch Screen Control

- Provide (6) new workstation computers, running Windows 11, and a new Wonderware application written to match the style of the old jail controls
- Provide (6) 27" touch screen monitors
- Provide a Security Management System (SMS) computer for event logging
- Existing Harding System and Masters to be reprogrammed and reused.

1.2 Programmable Logic Controller (PLC)

- Re-write the PLC program
- CONTRACTOR will reuse the existing PLC processors, I/O and relays

2. Computer Upgrade (OLD JAIL) Scope of Work:

- Security System Touch Screen Control
- Provide (7) new workstation computers, running Windows 11, screen layout and style to remain the same.
- Reuse existing touch screen monitors.

3. Clarifications for SEC Scope of Work:

- Provide technicians on-site to install and test the new system.
- Cornerstone will coordinate with the facility to connect new workstation computers to facility provided NTP server.
- Provide full security system pre-test documenting current functionality.
- Provide system engineering and programming.
- Provide onsite start-up, testing and commissioning of the system.

Cornerstone Detention Products, Inc.
Amount: \$384,675
Term: 10/17/2025 to 06/30/2027

EXHIBIT A

- Provide training to owner on system.
- Provide one (1) year warranty on parts and labor

4 Security Electronics Inclusions:

- Submittals development, project coordination, engineering, and documentation as specified.
- Equipment delivery to jobsite.
- Installation of the equipment that we provide, unless noted otherwise.
- Programming, on-site startup, final testing and commissioning as specified.
- Warranty as specified

5 Security Electronics Exclusions:

- Consoles, base metal, casework, millwork, and laminated counter/desktops.
- Labor to receive, unload, distribute, layout, and installation of materials supplied by us but designated for installation by the General Contractor or Others accept as noted herein.
- Site storage containers and facilities properly secured and protected for materials supplied by us but designated for installation by the General Contractor or Others accept as noted herein.
- Installation of materials supplied by others accept as noted herein.
- Painting, except for touchup where required to materials that we provide and install.
- Bituminous coatings, asphalt paint or other special coatings on material.
- Power supplies for any door control equipment not specifically included herein.
- Door locks, doors, and door hardware, turnstiles, vehicle barriers, bollards, gates, and arms not mentioned herein.
- Any work included or duplicated in Divisions/Specification Sections other than that specifically indicated as included herein.
- Conduit and raceway, innerducts, cable tray, metal wireway, j-hooks, sleeves and sleeve seals, hangers, and support systems (including for seismic), firestopping and firestopping devices, core drilling, standard backboxes, duct banks, handholes, etc., including labeling and painting/color-coding of conduits and pull boxes
- Power raceway, power wiring, power outlets, power distribution panels/breakers, and power terminations of any kind, including but not limited to that between equipment and circuit breaker panels and UPS power distribution points.
- Electrical grounding systems (we will provide a ground lug local to our equipment for connection to a grounding system provided by others; we will extend a grounding conductor and make connection to said grounding system provided it is in the same room as our equipment).
- Trenching, excavating, backfill, concrete work, or masonry work of any kind, including concrete foundations and pads for equipment cabinets, as well as

Cornerstone Detention Products, Inc.
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EXHIBIT A

wastes disposal and the setting of anchor bolts for exterior intercom pedestals and camera poles.

- Plywood Backboards.
- Any programming of systems provided by others.
- Certified/licensed professional services such as for Architects or Professional Engineer.
- Hazardous materials abatement - we assume in all cases that this will be provided by others.
- Demolition of existing.
- Condition of existing field devices and cabling that is to be re-used.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$384,675 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:

Provide maintenance once a quarter at no cost during warranty period.

Software & computer upgrade in new jail	\$ 261,350
Computer upgrade in old jail	\$ 123,325

CONTRACTOR will apply a preferred customer pricing on all material and parts.

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.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing may occur at any time of the month or year, following completion of a maintenance service or emergency service event. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

230-SOFiscal@countyofmonterey.gov

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff's Office
 Attention: Fiscal Division Accounts Payable
 1414 Natividad Road

Cornerstone Detention Products, Inc.
 Amount: \$384,675
 Term: 10/17/2025 to 06/30/2027

EXHIBIT A

Salinas, CA 93906

All invoices for services provided in June of any year should be submitted by July 15th of that year to facilitate the County's year end close.

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.

Cornerstone Detention Products, Inc.
Amount: \$384,675
Term: 10/17/2025 to 06/30/2027

EXHIBIT- B

**To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Cornerstone Detention Products, Inc., hereinafter referred to as "CONTRACTOR"**

Language Modifications Requested to Standard County Agreement

CONTRACTOR requests the following language changes to the County's Standard Contract. These changes have been discussed with CONTRACTOR, and CONTRACTOR is aware that these changes will require Board of Supervisors Approval.

Add to Section 8.0 – Indemnification

Provided, however, that the Contractor will indemnify the County for only that part or percentage of the loss or liability attributable to the negligent acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.

Add to Section 10.4 – Access to and Audit of Records

Add "*and by giving reasonable notice*" to line 6, After the "County,"



County of Monterey

Item No.26

Board Report

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

Legistar File Number: A 25-377

October 14, 2025

Introduced: 9/4/2025

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Sheriff to accept grant award of \$350,000 from the City and County of San Francisco FY 2024 UASI Grant Funds; and
- b. Authorize and direct the Auditor-Controller to amend the Sheriff's FY 2025-26 Adopted Budget (001-2300-SHE001-8242) by increasing appropriations and estimated revenues of \$350,000 in the Sheriff's FY 2025-26 Adopted Budget (001-2300-She001-8242), financed by the City and County of San Francisco FY 2024 UASI Grant Funds (4/5 vote required); and
- c. Approve and authorize the Sheriff or Sheriff's designee to execute a non-standard agreement with the City and County of San Francisco, for a bomb robot, in the amount of \$350,000, retroactive from August 1, 2025 to December 31, 2025; and
- d. Approve and authorize the Sheriff or Sheriff's designee to amend the agreement as necessary if requested by the City and County of San Francisco.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Sheriff to accept grant award of \$350,000 from the City and County of San Francisco FY 2024 UASI Grant Funds; and
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SUMMARY/DISCUSSION:

The City and County of San Francisco is the fiscal agent for the Approval Authority, acting by and through the San Francisco Department of Emergency Management (DEM), as such the contract for the UASI Grant is via a contract with the City and County of San Francisco. The City and County of San Francisco as such has granted the Monterey County Sheriff's Office \$350,000 for the purchase of a bomb robot.

The bomb robot is an invaluable tool outfitted with the technology necessary to meet today's law enforcement demands in remotely inspecting and rendering suspicious devices safe.

Assessing an explosive threat without a robot can be extremely hazardous and physically exhausting for a bomb technician. The protective bomb suits worn by bomb techs are heavy, physically restrictive, and do not provide complete ballistic protection. The bomb suits cause fatigue and heat stress on the bomb technician. Therefore, limiting the time a bomb technician spends inside a bomb suit is paramount during EOD operations. A robot would safely complete many of the tasks a bomb tech would traditionally be required to do, such as taking x-ray images, opening containers or doors, manipulating valves, and/or rendering a device safe.

The robot offers an array of high-definition cameras and an intuitive controller, which makes piloting the robot through challenging environments much safer.

The robot is a viable option to enter locations that have been deemed too dangerous for first responders to enter. Common applications such as a scene suspected of containing booby traps, HAZMAT leaks, improvised explosive materials/devices, secondary explosive devices, or a barricaded suspect would be routinely assessed without risking human life.

In addition, the robot would also be routinely utilized as a reconnaissance tool to gain valuable intelligence from scenes within high-risk environments for bomb technicians and command staff to make informed decisions.

The City and County of San Francisco requested the County sign the agreement first since they are providing the funding to the County.

The delay in this agreement is due to the challenges, delay in communication, and the introduction of a new grant administration processes by UASI, DEM, and the City and County of San Francisco.

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 Sheriff's Office sought support from the Budget Committee on September 24, 2025 to increase appropriations and estimated revenues of the Adopted Budget for FY 2025-26 in the amount of \$350,000, financed by the City and County of San Francisco FY 2024 UASI Grant Funds. 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
- 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, ext. #3801
Reviewed by: Eric Bixler, Chief Deputy, ext. #3754
Reviewed by: Keith Boyd, Undersheriff, ext. #3859
Approved by: Tina Nieto, Sheriff/Coroner, ext. #3750

Attachments:

Board Report

City and County of San Francisco FY 2024 UASI Grant Funds Agreement
Resolution



County of Monterey

Item No.

Board Report

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

Legistar File Number: A 25-377

October 07, 2025

Introduced: 9/4/2025

Current Status: Agenda Ready

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Reviewed by: Keith Boyd, Undersheriff, ext. #3859

Approved by: Tina Nieto, Sheriff/Coroner, ext. #3750

Attachments:

Board Report

City and County of San Francisco FY 2024 UASI Grant Funds Agreement

Resolution

**AGREEMENT BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND THE COUNTY OF MONTEREY
FOR THE DISTRIBUTION OF FY 2024 UASI GRANT FUNDS**

THIS AGREEMENT is made this **AUGUST 1, 2025** in the City and County of San Francisco, State of California, by and between the **COUNTY OF MONTEREY** (“SUBRECIPIENT”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“San Francisco” or “City”), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Francisco Department of Emergency Management (“DEM”).

RECITALS

WHEREAS, The United States Department of Homeland Security (“DHS”) consolidated the separate San Jose, Oakland, and San Francisco Urban Areas into a combined Bay Area Urban Area (“UASI Region”) for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative (“UASI”) program grant funds; and

WHEREAS, The Bay Area Urban Area Approval Authority (“Approval Authority”) was established as the Urban Area Working Group (“UAWG”) for the UASI Region, to provide overall governance of the homeland security grant program across the UASI Region, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The UASI General Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Francisco has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services (“Cal OES”) to the UASI Region, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Francisco has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the UASI Region; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Francisco to distribute a portion of the regional UASI grant funds to SUBRECIPIENT on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Specific Terms.** Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Authorized Expenditures**” shall mean expenditures for those purposes identified and budgeted in Appendix A, attached hereto and incorporated by reference as though fully set forth herein.

(c) “**Event of Default**” shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SUBRECIPIENT (Unique Entity ID: JKHSNNJ5H3Y5) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2024-5088 Cal OES ID No. 075-95017, CFDA No. 97.067, per Cal OES award notice dated October 28, 2024

(f) “**Grant Plan**” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in Appendix A and the WebGrants system. If SUBRECIPIENT requests any modification to the Grant Plan, SUBRECIPIENT shall submit a written request to the UASI General Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) “**Indemnified Parties**” shall mean: (i) San Francisco, including all commissions, departments including DEM, agencies, and other subdivisions of San Francisco; (ii) San Francisco’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “**Reimbursement Request**” shall have the meaning set forth in Section 3.10(a).

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “subgrantee,” “successor” or “assign” herein refers only to a subcontractor, subgrantee, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN FRANCISCO'S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Francisco Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SUBRECIPIENT acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, SUBRECIPIENT acknowledges and agrees that the City shall have no obligation to disburse grant funds to SUBRECIPIENT until City and SUBRECIPIENT have fully and finally executed this Agreement. SUBRECIPIENT acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Francisco Controller. In addition, as set forth in Section 21.19 of the San Francisco Administrative Code:

(a) San Francisco's obligations hereunder shall not at any time exceed the amount approved in the grant award and/or by the Approval Authority, and certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by San Francisco ordinances governing emergency conditions, San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to request SUBRECIPIENT to perform services or to provide materials, equipment and supplies that would result in SUBRECIPIENT performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement, unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. San Francisco is not required to pay SUBRECIPIENT for services, materials, equipment or supplies that are provided by SUBRECIPIENT that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by San Francisco.

(c) San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to offer or promise to SUBRECIPIENT additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. San Francisco is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement that requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3 PERFORMANCE OF THE AGREEMENT

3.1 Duration of Term. The term of this Agreement shall commence on **AUGUST 1, 2025** and shall end at 11:59 p.m. San Francisco time on **DECEMBER 31, 2025**.

3.2 Maximum Amount of Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000)**. The City will not automatically transfer Grant Funds to SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SUBRECIPIENT.

3.3 Use of Funds.

(a) **General Requirements.** SUBRECIPIENT shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SUBRECIPIENT shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SUBRECIPIENT shall not permit any federal employee to receive Grant Funds.

(b) **Modification of Grant Plan.** Under Sections 1.1(f) and 10.2 of this Agreement, SUBRECIPIENT may submit a written request to modify the Grant Plan. SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until (1) the General Manager or designee has provided written approval for the request and (2) the parties have finally executed a modification of this Agreement under Section 10.2, to reflect the modified Grant Plan. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the General Manager, SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) **No Supplanting.** SUBRECIPIENT shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. SUBRECIPIENT must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SUBRECIPIENT shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. SUBRECIPIENT shall require all subgrantees, contractors and other entities receiving Grant Funds through or from SUBRECIPIENT to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, SUBRECIPIENT shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SUBRECIPIENT shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or from SUBRECIPIENT comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) SUBRECIPIENT shall promptly comply with all standards, specifications and formats of San Francisco and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SUBRECIPIENT shall cooperate in good faith with San Francisco and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Francisco or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SUBRECIPIENT shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic and Financial Management Requirements.** SUBRECIPIENT shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SUBRECIPIENT comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

(a) Administrative Requirements:

1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

(b) Cost Principles:

1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations.*

(c) Audit Requirements:

1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 **Technology Requirements.**

(a) National Information Exchange Model ("NIEM"). SUBRECIPIENT shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SUBRECIPIENT is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SUBRECIPIENT is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 **Procurement Requirements.**

(a) General Requirements. SUBRECIPIENT shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Specific Purchases. If SUBRECIPIENT is using Grant Funds to purchase interoperable communication equipment, SUBRECIPIENT shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SUBRECIPIENT is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SUBRECIPIENT shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond requirement. SUBRECIPIENT shall obtain a performance bond for any equipment items over \$250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

3.8 **Subgrantee and Contractor Requirements.**

(a) SUBRECIPIENT shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SUBRECIPIENT shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. SUBRECIPIENT shall maintain documentary proof of this verification in its files. SUBRECIPIENT shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. SUBRECIPIENT shall also establish procedures to provide for

effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SUBRECIPIENT shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SUBRECIPIENT shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.9 **Monitoring Grant Performance.**

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SUBRECIPIENT's performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SUBRECIPIENT is responsible for monitoring and auditing the grant activities of any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by SUBRECIPIENT, the City shall place a hold on all Reimbursement Requests from SUBRECIPIENT until the findings are resolved.

3.10 **Disbursement Procedures.** San Francisco shall disburse Grant Funds to SUBRECIPIENT as follows:

(a) SUBRECIPIENT shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for SUBRECIPIENT regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will

return to SUBRECIPIENT any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(c) The UASI Management Team will submit any Reimbursement Request that is approved by the UASI Management Team to DEM. City through DEM shall review the Reimbursement Request for compliance with this Agreement and all applicable guidelines and requirements. City shall return to the UASI Management Team any Reimbursement Request that is not approved by City, with a brief explanation of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SUBRECIPIENT submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team and to City.

(e) If SUBRECIPIENT is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SUBRECIPIENT has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance.** SUBRECIPIENT agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SUBRECIPIENT shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to SUBRECIPIENT hereunder or under any other Agreement with SUBRECIPIENT. Any such offset with respect to a portion of the disallowed amount shall not release SUBRECIPIENT from SUBRECIPIENT's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SUBRECIPIENT acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SUBRECIPIENT acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SUBRECIPIENT shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SUBRECIPIENT shall notify the UASI Management Team of any project that may require an EHP review. SUBRECIPIENT agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SUBRECIPIENT shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SUBRECIPIENT may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, SUBRECIPIENT shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are

discovered, SUBRECIPIENT shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SUBRECIPIENT is using Grant Funds for a communication tower project, SUBRECIPIENT shall complete its Federal Communication Commission (“FCC”) EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that SUBRECIPIENT initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SUBRECIPIENT to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA’s and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts.** SUBRECIPIENT shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License.** SUBRECIPIENT understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SUBRECIPIENT purchases or acquires using Grant Funds. SUBRECIPIENT shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements.** SUBRECIPIENT shall ensure that all publications created or developed under this Agreement prominently contain the following statement: “This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security.”

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** SUBRECIPIENT shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team or by City, in form and substance satisfactory to the UASI Management Team or City. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** SUBRECIPIENT shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SUBRECIPIENT to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records.** SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SUBRECIPIENT shall make available to the UASI Management Team and to City, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SUBRECIPIENT under Section 4.3, and allow access and the right to examine those items. SUBRECIPIENT shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SUBRECIPIENT has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. SUBRECIPIENT shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$750,000 or more, SUBRECIPIENT shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SUBRECIPIENT shall submit its audit report to the UASI Management Team no later than six months after the end of SUBRECIPIENT's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

SUBRECIPIENT represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by SUBRECIPIENT to the UASI Management Team or to City in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, SUBRECIPIENT certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SUBRECIPIENT is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) SUBRECIPIENT complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SUBRECIPIENT complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SUBRECIPIENT is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SUBRECIPIENT acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SUBRECIPIENT must meet National Incident Management System ("NIMS") compliance requirements, and report full NIMS compliance via the National Incident Management System Capability Assessment Support Tool ("NIMSCAST"). By executing this Agreement, SUBRECIPIENT certifies that it is in full NIMS compliance, and that it has reported that compliance via the NIMSCAST. SUBRECIPIENT shall provide documentation of its NIMS compliance to the UASI Management Team. SUBRECIPIENT acknowledges that this certification is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** SUBRECIPIENT shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SUBRECIPIENT's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement SUBRECIPIENT; (b) a material breach of any representation or warranty of SUBRECIPIENT contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SUBRECIPIENT, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SUBRECIPIENT by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SUBRECIPIENT is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SUBRECIPIENT or its employees, subgrantees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco's costs of investigating any claims against San Francisco.

6.2 **Duty to Defend; Notice of Loss.** SUBRECIPIENT acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SUBRECIPIENT by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SUBRECIPIENT prompt notice of any Loss under Section 6.1 and SUBRECIPIENT shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SUBRECIPIENT if representation of such

Indemnified Party by the counsel retained by SUBRECIPIENT would be inappropriate due to conflicts of interest between such Indemnified Party and SUBRECIPIENT. An Indemnified Party's failure to notify SUBRECIPIENT promptly of any Loss shall not relieve SUBRECIPIENT of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SUBRECIPIENT's ability to defend such Loss. SUBRECIPIENT shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SUBRECIPIENT contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SUBRECIPIENT's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN FRANCISCO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** SUBRECIPIENT fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SUBRECIPIENT as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** SUBRECIPIENT fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SUBRECIPIENT (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SUBRECIPIENT or of any substantial part of SUBRECIPIENT's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SUBRECIPIENT, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian,

receiver, trustee or other officer with similar powers with respect to SUBRECIPIENT or with respect to any substantial part of SUBRECIPIENT's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SUBRECIPIENT.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to SUBRECIPIENT and, on the date specified in such notice, this Agreement shall terminate and all rights of SUBRECIPIENT hereunder shall be extinguished. In the event of such termination, City will pay SUBRECIPIENT for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SUBRECIPIENT has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SUBRECIPIENT after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SUBRECIPIENT in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SUBRECIPIENT written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SUBRECIPIENT shall commence and perform, with diligence, all actions necessary on the part of SUBRECIPIENT to effect the termination of this Agreement on the date specified by City and to minimize the liability of SUBRECIPIENT and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SUBRECIPIENT shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SUBRECIPIENT if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SUBRECIPIENT or any of its contractors or subgrantees after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8 ASSIGNMENTS

8.1 **No Assignment by SUBRECIPIENT.** SUBRECIPIENT shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SUBRECIPIENT hereunder without the prior written consent of the UASI Management Team; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SUBRECIPIENT involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SUBRECIPIENT or a sale or transfer of substantially all of the assets of SUBRECIPIENT shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SUBRECIPIENT Retains Responsibility.** SUBRECIPIENT shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via e-mail:

If to San Francisco:

San Francisco Department of Emergency Management
City Hall - 1 Dr Carlton B Goodlett Pl, Room 344
San Francisco, CA 94102
Attn: Mary Ellen Carroll, Executive Director
maryellen.carroll@sfgov.org

If to the UASI Management Team:

UASI Management Team
1663 Mission Street, Suite #320
San Francisco, CA 94103
Attn: Mikyung Kim-Molina, Interim General Manager
mikyung.kim-molina@sfgov.org

If to SUBRECIPIENT:

Monterey County Sheriff's Office
1414 Natividad Road
Salinas, CA 93906
Attn: Tina M. Nieto, Sheriff-Coroner
nietotm@countyofmonterey.gov

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via email, with the sender using the receipt notice feature.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

**ARTICLE 10
MISCELLANEOUS**

10.1 **No Waiver.** No waiver by San Francisco of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Francisco to take action on account of such default if such default persists or is repeated. No express waiver by San Francisco shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Francisco of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team or San Francisco of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the General Manager or designee may establish alternate procedures for modification of the Appendix A and the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

10.4 **SUBRECIPIENT to Pay All Taxes.** SUBRECIPIENT shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, Authorized Expenditures and Timelines
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Francisco, SUBRECIPIENT shall deliver to San Francisco a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SUBRECIPIENT.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of SUBRECIPIENT and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, SUBRECIPIENT agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of “Federal awards” includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SUBRECIPIENT must provide the following information on SUBRECIPIENT letterhead within 30 days of receipt of this Agreement.

1. Subawards greater than \$25,000:
 - a) Name of entity receiving award;
 - b) Amount of award;
 - c) Funding agency;
 - d) The Catalog of Federal Domestic Assistance program number;

- e) Award title (descriptive of the purpose of the funding action);
 - f) Location of the entity and primary location of performance including city, state, and Congressional district;
 - g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
 - h) Total compensation and names of top five executives (same thresholds as for prime recipients).
2. The Total compensation and names of the top five executives if:
- a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
 - b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

(a) Subject to reasonable terms and conditions, SUBRECIPIENT agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, SUBRECIPIENT agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

(c) SUBRECIPIENT agrees to provide input towards the development of the regional Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) as requested by UASI.

(d) SUBRECIPIENT agrees to complete the 2024 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment.

(e) SUBRECIPIENT agrees to provide a preference for the purchase of goods, products or materials produced in the United States in accordance with 2 CFR Part 200, Section 322.

**ARTICLE 11
INSURANCE**

11.1 **Types and Amounts of Coverage.** Without limiting SUBRECIPIENT’s liability pursuant to Article 6 of this Agreement, SUBRECIPIENT shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT by virtue of the payment of any loss. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SUBRECIPIENT, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SUBRECIPIENT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SUBRECIPIENT shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SUBRECIPIENT hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor or subgrantee will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the SUBRECIPIENT as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SUBRECIPIENT from self-insuring all or part of the insurance requirement in this Article. However, SUBRECIPIENT shall provide proof of self-insurance, in a form acceptable to San Francisco, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee, San Francisco employee working with SUBRECIPIENT or any subgrantee of SUBRECIPIENT, applicant for employment with SUBRECIPIENT or subgrantee of SUBRECIPIENT, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SUBRECIPIENT acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SUBRECIPIENT agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA.** SUBRECIPIENT acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SUBRECIPIENT shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12G, SUBRECIPIENT may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. SUBRECIPIENT agrees to comply with San Francisco Administrative Code Chapter 12G and any implementing rules and regulations promulgated by San Francisco's Controller. The terms and provisions of Chapter 12G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, San Francisco may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit SUBRECIPIENT from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider SUBRECIPIENT's use of profit as a violation of this section.

12.5 **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY AND COUNTY OF SAN FRANCISCO:

COUNTY OF MONTEREY

SAN FRANCISCO DEPARTMENT OF EMERGENCY MANAGEMENT

By:

By:

MIKYUNG KIM-MOLINA
INTERIM GENERAL MANAGER, BAY AREA UASI
ON BEHALF OF
MARY ELLEN CARROLL
EXECUTIVE DIRECTOR, SAN FRANCISCO DEPARTMENT OF EMERGENCY MANAGEMENT

TINA M. NIETO
SHERIFF-CORONER

Federal Tax ID #: 94-60000524

Approved as to Form:

Approved as to Form:

David Chiu
City Attorney

By: _____
SUSAN K. BLITCH
COUNTY COUNSEL

By: _____
CHRISTINA FLETES-ROMO
DEPUTY CITY ATTORNEY

Approved as to Fiscal Provisions

By: _____
AUDITOR/CONTROLLER

- Attachments:
Appendix A- Authorized Expenditures and Timelines
Appendix B- Grant Assurances
Appendix C- Form of Reimbursement Request

Appendix A — Authorized Expenditures and Timelines

ENTITY: Monterey County

Total allocation to be spent on the following solution areas:

<u>Webgrants Grants Number</u>	<u>Program Description</u>	<u>Due Dates</u>	<u>Solution Areas</u>	<u>Amount</u>
<i>Project Title: Bomb Squad Robot</i>				
26950	Funds to purchase a bomb squad robot which will significantly enhance the Monterey County Sheriff’s office response capabilities to both IEDs and Vehicle bourn IEDS.	Project Completion date: 12/31/2025	<u><i>Solution Area (e.g. Equipment etc.):</i></u> AEL# (030E-07-ROBT)	PROJECT NOT TO EXCEED \$350,000
		TOTAL ALLOCATION		TOTAL NOT TO EXCEED: <u>\$350,000</u>

EQUIPMENT

Reimbursement for Equipment Requires:

- An approved EHP memo, if applicable.
- A performance bond is required for any equipment item that exceeds \$250,000, or for any vehicle, aircraft, or watercraft, regardless of the cost. Failure to obtain and submit a performance bond to the UASI may result in disallowance of cost.
- As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SUBRECIPIENT must transmit the request to the UASI for request to the State.
- Prior to reimbursement, SUBRECIPIENT must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.

- SUBRECIPIENT must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

-
- **All requests for reimbursements must be submitted within 30 days of project completion unless an earlier deadline is set in this Appendix. SUBRECIPIENT should submit reimbursement requests on a quarterly basis, as applicable.**
 - **Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:**
 - *FY 2024 Homeland Security Grant Program Notice of Funding Opportunity: [The U. S. Department of Homeland Security \(DHS\) Notice of Funding Opportunity \(NOFO\) Fiscal Year 2024 Nonprofit Security Grant Program | FEMA.gov](#)*
 - *California Supplement to the Federal Funding Opportunity Announcement, dated October 2024, available at <https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY2023-HSGP-State-Supplement.pdf> as “FY 2024 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity.”*
 - *Authorized Equipment List: <http://www.fema.gov/authorized-equipment-list>*
 - *Cal OES Rules and Regulations, including the Recipient Handbook: https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/2023_Subrecipient_Handbook.pdf*
 - **Any equipment purchased under this Agreement must match the UASI 2023 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager.**
 - **No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.**
 - **Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶3.12.**
 - **All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.**

Appendix B-- Grant Assurances

Name of Jurisdiction: COUNTY OF MONTEREY (“SUBRECIPIENT”)

Name of Authorized Agent: Tina M. Nieto Title: Sheriff-Coroner

Address: 1414 Natividad Road City: Salinas State: CA Zip Code: 93906

E-Mail Address: nietotm@countyofmonterey.gov

As the duly authorized representative of the SUBRECIPIENT, I hereby certify that the SUBRECIPIENT has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to SUBRECIPIENT and any of its subrecipients.

I further acknowledge that the SUBRECIPIENT is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, SUBRECIPIENTS will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate SUBRECIPIENT acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The SUBRECIPIENT hereby agrees to comply with the following:

1. Proof of Authority

The SUBRECIPIENT will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the SUBRECIPIENT and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the SUBRECIPIENT and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) The SUBRECIPIENT is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) The official executing this agreement is authorized by the SUBRECIPIENT.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The SUBRECIPIENT is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the SUBRECIPIENT certifies that:

- (a) 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 an 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.
- (b) 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.
- (c) The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The SUBRECIPIENT will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the SUBRECIPIENT agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy without the express written

approval from the California Governor’s Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the SUBRECIPIENT will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The SUBRECIPIENT certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application 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;
- (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 enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the SUBRECIPIENT is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The SUBRECIPIENT will comply with all state and federal statutes relating to non- discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in

the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) (DHS) policy to ensure the equal treatment of faith-based organizations, under which the SUBRECIPIENT must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

[Civil Rights Policies for Program Beneficiaries and Subrecipients](#) of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the SUBRECIPIENT certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The SUBRECIPIENT will comply with state and federal environmental standards, including:

- (a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3,

§§ 15000-15387);

- (c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
- (m) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The SUBRECIPIENT shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$1,000,000 or more in federal grant funds annually, the SUBRECIPIENT will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The SUBRECIPIENT must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the SUBRECIPIENT will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The SUBRECIPIENT will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The SUBRECIPIENT will establish safeguards to prohibit the SUBRECIPIENT’s employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The SUBRECIPIENT will comply with 31 U.S.C §§ 3729-3733 which provides that SUBRECIPIENT shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The SUBRECIPIENT agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The SUBRECIPIENT also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The SUBRECIPIENT must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The SUBRECIPIENT will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the SUBRECIPIENT or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The SUBRECIPIENT will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non- profit organizations.

16. Worker’s Compensation

The SUBRECIPIENT must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the SUBRECIPIENT will:

- (c) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the SUBRECIPIENT will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The SUBRECIPIENT is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication.

Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The SUBRECIPIENT acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity’s grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The SUBRECIPIENT should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

The SUBRECIPIENT must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The SUBRECIPIENT coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals..

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the SUBRECIPIENT collects PII, the SUBRECIPIENT is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The SUBRECIPIENT may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

24. Copyright

The SUBRECIPIENT must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

25. Duplicative Cost

SUBRECIPIENT are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, SUBRECIPIENT may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The SUBRECIPIENT must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The SUBRECIPIENT is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The SUBRECIPIENT must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation,

<https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the SUBRECIPIENT must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the SUBRECIPIENT receives federal financial assistance awards made under programs that prohibit supplanting by law, the SUBRECIPIENT must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

SUBRECIPIENT are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM

If the SUBRECIPIENT receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the SUBRECIPIENT must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The SUBRECIPIENT must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The SUBRECIPIENT is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the SUBRECIPIENT’s currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the SUBRECIPIENT must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The SUBRECIPIENT must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo, and Flags

The SUBRECIPIENT must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Performance Goals (HSGP and NSGP)

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the SUBRECIPIENT must demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the SUBRECIPIENT and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The SUBRECIPIENT must comply with the “Build America, Buy America” Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. SUBRECIPIENTs receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the

infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

40. Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

The SUBRECIPIENT must comply with the requirements of section 12(c) of Executive Order 14074. The SUBRECIPIENT is also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. SUBRECIPIENT recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on SUBRECIPIENT, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the SUBRECIPIENT and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the SUBRECIPIENT may be ineligible for award of any future grants if Cal OES determines that the SUBRECIPIENT: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. SUBRECIPIENTS are bound by DHS Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the SUBRECIPIENT.

SUBRECIPIENT: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____

Date: _____

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Date: _____

UASI Management Team
1663 Mission Street, Suite 320
San Francisco, CA 94102

Re: FY 24 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the "Agreement between the City and County of San Francisco and the County of Monterey for the Distribution of FY 2024 UASI Grant Funds" (the "Agreement"), dated August 1, 2025 between the County of Monterey ("SUBRECIPIENT") and the City and County of San Francisco, SUBRECIPIENT hereby requests reimbursement as follows:

Total Amount of
Reimbursement Requested
in this Request: \$ _____

Maximum Amount of
Funds Specified in
Section 3.2 of the
Agreement: \$ _____

Total of All Funds
Disbursed Prior to this
Request: \$ _____

SUBRECIPIENT certifies that:

- (a) The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SUBRECIPIENT for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.
- (b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.
- (c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SUBRECIPIENT is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report,

SUBRECIPIENT certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SUBRECIPIENT is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SUBRECIPIENT to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.

- (d) No Event of Default has occurred and is continuing.
- (e) The undersigned is an officer of SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

Project	Payee	Amount	Description	If final claim for project, check box
				<input type="checkbox"/>

The following are attached as part of this Schedule 1 (Please check items that are applicable):

Planning:

Organization:

Equipment:

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports
- SAM- Date Stamped Exclusion Report
- Noncompetitive Procurement Authorization (NCPA)

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports
- SAM- Date Stamped Exclusion Report
- Noncompetitive Procurement Authorization (NCPA)

- Invoice
- Cleared Check Payment
- Purchase Order
- Packing Slip
- EHP Approval
- EOC Approval
- Watercraft or Aviation
- Performance Bond
- Equipment Ledger (Please submit electronic copy to Grants Specialist)

Training:

Exercise:

- Invoice
- Cleared Check Payment
- Training Feedback Number
- EHP Approval
- Certificates/Proof of Participation
- Sign In Sheet
- Agenda
- SAM- Date Stamped Exclusion Report
- Noncompetitive Procurement Authorization (NCPA) (For all Sole source/Competitive Bid with single bidder.)

- Invoice
- Cleared Check Payment
- After Action Report
- EHP Approval
- Overtime Authorization
- SAM- Date Stamped Exclusion Report
- Noncompetitive Procurement Authorization (NCPA) (For all Sole Source/competitive bid with single bidder with contract amount of \$250,000 or more)

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- Noncompetitive Procurement Authorization (NCPA) (For Sole Source/competitive bid with single bidder with contract amount of \$250,000 or more)

For inquiries/questions, please contact:

_____ Phone #: _____ Email: _____
 Print Name

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

Resolution No. _____

Adopt a Resolution to:

- a. Authorize and direct the Auditor-Controller to amend the Sheriff's Office FY 2025-26 Adopted Budget (001-2300- SHE001-8242) by increasing appropriations and estimated revenues of \$350,000 in the Sheriff's FY 2025-26 Adopted Budget (001-2300- SHE001-8242), financed by the City and County of San Francisco FY 2024 UASI Grant Funds (4/5 vote required).

WHEREAS, the Sheriff's Office is requesting an increase in appropriations based on revenue to be received from the City and County of San Francisco FY 2024 UASI Grant Funds; and

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolved to approve the following:

- a. Authorize and direct the Auditor-Controller to amend the Sheriff's Office FY 2025-26 Adopted Budget (001-2300- SHE001-8242) by increasing appropriations and estimated revenues of \$350,000 in the Sheriff's FY 2025-26 Adopted Budget (001-2300- SHE001-8242), financed by the City and County of San Francisco FY 2024 UASI Grant Funds (4/5 vote required).

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor

_____ and carried this _____ day of October 2025 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:

File Number:

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

By: _____
, Deputy



County of Monterey

Item No.27

Board Report

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

Legistar File Number: 25-664

October 14, 2025

Introduced: 9/22/2025

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: General Agenda Item

Approve and authorize the Contracts and Purchasing Officer or their designee to execute Agreement with TracNet, Inc., for server replacement, effective October 17, 2025 through October 16, 2028 in an amount not to exceed \$313,597.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts and Purchasing Officer or their designee to execute Agreement with TracNet, Inc., for server replacement, effective October 17, 2025 through October 16, 2028 in an amount not to exceed \$313,597.

SUMMARY/DISCUSSION:

Tracnet Corporation is proposing the following for replacement of the existing Monterey County Sheriff's Office IBM servers reaching end of service from IBM Corporation on 1/31/2026. These servers host the Tracnet Records Management System, Jail Management System, Warrant Repository and CLETS.

FBI CJIS Security Policy, control 5.14 System Acquisition, requires the replacement of system components when support for the components is no longer available from the developer, vendor, or manufacturer.

The configuration supplied is based on maintaining the current High Availability Back-Up second server configuration required to support critical public safety services.

The proposed Total Cost of \$ 313,597 includes the costs for the new primary server hardware, new backup server hardware, IBM OS Operating systems for both servers and 3 years IBM Hardware and Software Maintenance.

OTHER AGENCY INVOLVEMENT:

This item was reviewed by the Capital Improvement Committee on September 8, 2025 and went the Budget Committee on September 24, 2025. The Board of Supervisors Budget Committee pulled this item on September 24, 2025, in order to allow the CAO Budget Office time to work with the Sheriff's Office to determine discretionary funding source(s). County Counsel has reviewed as to legal form, and the Auditor/Controller has reviewed for fiscal provisions. ITD approves this agreement.

FINANCING:

Due to the impending cost of the Tariff's, the cost of this contract will come from the FY2025-26

Adopted Budget, however, the Sheriff's Office may come back to the board at a later date for an augmentation if necessary.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

- Well-Being and Quality of Life
- Sustainable Infrastructure for the Present and Future
- Safe and Resilient Communities
- Diverse and Thriving Economy
- Dynamic Organization and Employer of Choice

Prepared by: Arthur Curtright, Management Analyst III, ext#3708

Reviewed by: Timothy Lanquist, Chief Deputy, ext#3887

Reviewed by: Keith Boyd, Undersheriff, ext#3859

Approved by: Tina M. Nieto, Sheriff-Coroner, ext#3750

Attached

Board report

Agreement

Exhibit A - Scope_Payment

Exhibit B - Modification to Insurance

Exhibit C - Tracnet Proposal



County of Monterey

Item No.

Board Report

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

Legistar File Number: 25-664

October 14, 2025

Introduced: 9/22/2025

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

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Prepared by: Arthur Curtright, Management Analyst III, ext#3708

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Approved by: Tina M. Nieto, Sheriff-Coroner, ext#3750

Attached

Board report

Agreement

Exhibit A - Scope_Payment

Exhibit B - Modification to Insurance

Exhibit C - Tracnet Proposal

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:
Tracnet 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: server replacement

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:
\$ 313,597

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from October 17, 2025 to October 16, 2028, 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: Modification to Insurance

Exhibit C - Tracnet Proposal

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

EXHIBIT A

**To Agreement by and between
 Monterey County Sheriff’s Office, hereinafter referred to as “County”
 AND
 TracNet Inc., hereinafter referred to as “CONTRACTOR”**

Scope/Payment Provision

A. SCOPE OF SERVICES – Server Replacement

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:

Provide new primary server hardware, new backup server hardware, IBM OS Operating systems for both servers and 3 years IBM Hardware and Software Maintenance. Installation of the OS, configuration of the servers and final transfer of the data on the servers to the new servers. Be on-site and consult with County staff during the installation of the servers.

A.2 COUNTY shall provide temporary IP addresses and network attachment as needed for configuration and data transfer of the new servers, rack mount servers in same facility as existing servers, services and staff, and otherwise do all things necessary for or incidental to the performance of work.

COUNTY shall upon delivery of the two (2) servers to the County, authorize TracNet to take possession of the two (2) servers to their remote office location for the purpose of initial configuration required for remote communications enabling complete configuration and data transfer.

B. PAYMENT PROVISION

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$313,597 across all Amendments 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:

System #1 (Production) Hardware

1	9105-41B	IBM POWER S1014	\$5,665.0000	Vendor Drop Ship	1	\$5,665.0000	11/05/2025
4	9105-41B-6458	POWER CORD 4.3M (14-FT), DRAWER TO IBM PDU (250V/10A)	\$14.4200	Vendor Drop Ship	2	\$28.8400	11/05/2025
6	9105-41B-EB3W	AC TITANIUM POWER SUPPLY - 1200W FOR SERVER (100-127V/200-240V)	\$618.0000	Vendor Drop Ship	2	\$1,236.0000	11/05/2025
7	9105-41B-EJ1Y	STORAGE BACKPLANE WITH EIGHT NVME U.2 DRIVE SLOTS	\$2,058.9700	Vendor Drop Ship	1	\$2,058.9700	11/05/2025

TracNet, Inc.
 Amount: \$313,597
 Term: 10/17/2025 to 10/16/2028

EXHIBIT A

8	9105-41B-EJXU	FRONT IBM BEZEL FOR 16 NVME-BAYS BACKPLANE RACK-MOUNT	\$206.0000	Vendor Drop Ship	1	\$206.0000	11/05/2025
9	9105-41B-EMFA	64GB (2x32GB) DDIMMs (2U), 3200 MHz, 16Gbit DDR5 Memory	\$5,148.9700	Vendor Drop Ship	1	\$5,148.9700	11/05/2025
10	9105-41B-ENZZ	PCIe 4-Port 1GbE Adapter	\$360.5000	Vendor Drop Ship	3	\$1,081.5000	11/05/2025
11	9105-41B-EPG2	8-CORE TYPICAL 3.00 TO 3.90 GHZ (MAX) POWER10 PROCESSOR	\$14,418.9700	Vendor Drop Ship	1	\$14,418.9700	11/05/2025
12	9105-41B-ESSH	ENTERPRISE 6.4 TB SSD PCIE4 NVME U.2 MOD	\$9,886.9700	Vendor Drop Ship	4	\$39,547.8800	11/05/2025
13	9105-41B-EU0K	OPERATOR PANEL LCD DISPLAY	\$410.9700	Vendor Drop Ship	1	\$410.9700	11/05/2025
14	9105-41B-EU19	CABLE TIES & LABELS	\$25.7500	Vendor Drop Ship	1	\$25.7500	11/05/2025
16	9677-A03	3 YEAR, IBM POWER EXPERT CARE ADVANCED	\$2,094.8700	Vendor Drop Ship	1	\$2,094.8700	11/05/2025

Hardware Subtotal **\$71,923.72**

System #1 (Production) Software and Software/Hardware Support

18	5663-HA1-0427	MAINTENANCE BASIC 3 YEAR REGISTRATION PER PROC CORE ON SM QTY 1	\$1,850.0000	Vendor Drop Ship	4	\$7,400.0000	11/05/2025
20	5663-SP1-0001	P10 Per Processor 3Y Conversion to Subscription Reg. (21x/22x/41x)	\$22,705.0000	Vendor Drop Ship	4	\$90,820.0000	11/05/2025
21	5663-SP1-0432	MAINTENANCE BASIC 3 YEAR 7X24 PER PROC CORE ON SM SER QTY 1	\$2,099.0000	Vendor Drop Ship	4	\$8,396.0000	11/05/2025
23	5663-SU1-0002	Conversion to Subscription Unlimited Users 3Y (21x/22x/41x P10 Tier)	\$6,360.0000	Vendor Drop Ship	1	\$6,360.0000	11/05/2025
32	5770-SS1-1383	MEDIA CHARGE PKEYED PRODUCT	\$393.0000	Vendor Drop Ship	1	removed	11/05/2025
34	5770-WDS-1106	BASUSE OTC BASE WITH QTY 1	\$2,017.0000	Vendor Drop Ship	2	\$4,034.0000	11/05/2025
35	5770-WDS-1312	BASUSE OTC BASE WITH QTY 1	\$894.0000	Vendor Drop Ship	2	\$1,788.0000	11/05/2025
37	5773-PVE-0999	PER PROC SM SYSTEM 3YR REG	\$405.0000	Vendor Drop Ship	4	\$1,620.0000	11/05/2025
38	5773-PVE-1001	PER PROC SM SYSTEM 3YR 7X24	\$29.0000	Vendor Drop Ship	4	\$116.0000	11/05/2025

Software and Software/Hardware Support sub total **\$120,534.00**

TracNet, Inc.
 Amount: \$313,597
 Term: 10/17/2025 to 10/16/2028

EXHIBIT A

System #2 (CBU) Hardware

1	9105-41B	IBM POWER S1014	\$5,665.0000	Vendor Drop Ship	1	\$5,665.0000	11/05/2025
4	9105-41B-6458	POWER CORD 4.3M (14-FT), DRAWER TO IBM PDU (250V/10A)	\$14.4200	Vendor Drop Ship	2	\$28.8400	11/05/2025
6	9105-41B-EB3W	AC TITANIUM POWER SUPPLY - 1200W FOR SERVER (100-127V/200-240V)	\$618.0000	Vendor Drop Ship	2	\$1,236.0000	11/05/2025
7	9105-41B-EJ1Y	STORAGE BACKPLANE WITH EIGHT NVME U.2 DRIVE SLOTS	\$2,058.9700	Vendor Drop Ship	1	\$2,058.9700	11/05/2025
8	9105-41B-EJXU	FRONT IBM BEZEL FOR 16 NVME-BAYS BACKPLANE RACK-MOUNT	\$206.0000	Vendor Drop Ship	1	\$206.0000	11/05/2025
9	9105-41B-EMFA	64GB (2x32GB) DDIMMs (2U), 3200 MHz, 16Gbit DDR5 Memory	\$5,148.9700	Vendor Drop Ship	1	\$5,148.9700	11/05/2025
10	9105-41B-EN2Z	PCIe 4-Port 1GbE Adapter	\$360.5000	Vendor Drop Ship	3	\$1,081.5000	11/05/2025
11	9105-41B-EPG2	8-CORE TYPICAL 3.00 TO 3.90 GHZ (MAX) POWER10 PROCESSOR	\$14,418.9700	Vendor Drop Ship	1	\$14,418.9700	11/05/2025
12	9105-41B-ES5H	ENTERPRISE 6.4 TB SSD PCIe4 NVME U.2 MOD	\$9,886.9700	Vendor Drop Ship	4	\$39,547.8800	11/05/2025
13	9105-41B-EUOK	OPERATOR PANEL LCD DISPLAY	\$410.9700	Vendor Drop Ship	1	\$410.9700	11/05/2025
14	9105-41B-EU19	CABLE TIES & LABELS	\$25.7500	Vendor Drop Ship	1	\$25.7500	11/05/2025
16	9677-A03	3 YEAR, IBM POWER EXPERT CARE ADVANCED	\$2,094.8700	Vendor Drop Ship	1	\$2,094.8700	11/05/2025

Hardware Sub total \$71,923.72

System #2 (CBU) Software and Software/Hardware Support

18	5663-HA1-0426	MAINTENANCE BASIC 3 YEAR 7X24 PER PROC CORE ON SM SER QTY 1	\$195.0000	Vendor Drop Ship	1	\$195.0000	11/05/2025
19	5663-HA1-0427	MAINTENANCE BASIC 3 YEAR REGISTRATION PER PROC CORE ON SM QTY 1	\$1,850.0000	Vendor Drop Ship	1	\$1,850.0000	11/05/2025
21	5663-SP1-0001	P10 Per Processor 3Y Conversion to Subscription Reg. (21x/22x/41x)	\$22,705.0000	Vendor Drop Ship	1	\$22,705.0000	11/05/2025
22	5663-SP1-0432	MAINTENANCE BASIC 3 YEAR 7X24 PER PROC CORE ON SM SER QTY 1	\$2,099.0000	Vendor Drop Ship	1	\$2,099.0000	11/05/2025
24	5663-SU1-0002	Conversion to Subscription Unlimited Users 3Y (21x/22x/41x P10 Tier)	\$6,360.0000	Vendor Drop Ship	1	\$6,360.0000	11/05/2025
33	5770-SS1-1383	MEDIA CHARGE PKEYED PRODUCT	\$393.0000	Vendor Drop Ship	1	removed	11/05/2025
35	5773-PVE-0999	PER PROC SM SYSTEM 3YR REG	\$405.0000	Vendor Drop Ship	4	\$1,620.0000	11/05/2025

TracNet, Inc.
 Amount: \$313,597
 Term: 10/17/2025 to 10/16/2028

EXHIBIT A

36	5773-PVE-1001	PER PROC SM SYSTEM 3YR 7X24	\$29,0000	Vendor Drop Ship	4	\$116,0000	11/05/2025
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Software and Software/Hardware Support sub total \$34,945.00

System #1 Production	
Hardware	\$ 71,923.72
taxes @ 9.25%	\$ 6,652.94
Software & Software/hardware support	\$ 120,534.00
Estimated shipping and handling	\$ 482.00
Total cost for Production Server	\$ 199,592.66

System #2 CBU	
Hardware	\$ 71,923.72
taxes @ 9.25%	\$ 6,652.94
Software & Software/hardware support	\$ 34,945.00
Estimated shipping and handling	\$ 482.00
Total cost for CBU Server	\$ 114,003.66
Total Cost Production & CBU Server	\$ 313,596.32

After contract is signed, TracNet shall invoice County in the amount of \$240,000 so that the server can be purchased from IBM and subsequently shipped to County for configuration, etc.

Balance (\$73,596.32) to be paid upon successful completion of project.

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.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing shall occur once a year for license renewals and current license payments and upon sale for any new license and its subsequent support during the fiscal year. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

230-sofiscal@countyofmonterey.gov

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable

TracNet, Inc.
Amount: \$313,597
Term: 10/17/2025 to 10/16/2028

EXHIBIT A

1414 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.

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

**To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
TracNet Inc., hereinafter referred to as "CONTRACTOR"**

Modification to Insurance

COUNTY agrees to modify the Other 'Insurance' Requirements for the CONTRACTOR by modifying Section 9.03 of the COUNTY Standard Agreement for this Agreement as follows:

a. Workers' Compensation Insurance Exemption

The CONTRACTOR does not employ anyone. Accordingly, Workers' Compensation coverage requirements are therefore waived for this CONTRACTOR under this Agreement.

However, should at any time during the term of this Agreement CONTRACTOR employs anyone for the services of this Agreement, this modification will be re-evaluated, CONTRACTOR may be required to comply with the Workers' Compensation insurance requirement.



Law Enforcement Software

Proposal

Monterey County Sheriff's Office

IBM Server Replacement

August 14, 2025

TracNet Corporation is proposing the following for replacement of the existing Monterey County Sheriff's Office IBM servers currently facing end of service from IBM Corporation on 1/31/2026. These servers host the TracNet Records Management System, Jail Management System, Warrant Repository and CLETS.

TracNet has obtained the cost commitment for replacement servers from IBM Corporation/TD Synnex based on the configuration TracNet has provided. IBM/TD Synnex only commits to this cost until 11/05/2025 at which time TracNet can request an updated quote.

Below are notes related to this proposal:

1. The configuration supplied is based on continuation of the Sheriff's Office Word narratives, videos, images, PDFs, and other attachments being stored on the IBM Iseries server. These documents require a large amount of disk storage which has required a larger model server (at an increased cost) to be configured to support the required additional disk storage. An option for the Sheriff's Office would be to hold the documents on a separate windows server reducing the increased disk storage requirement on the IBM Iseries server and enabling a smaller model server at a reduced cost.
2. The configuration supplied is based on maintaining the current High Availability Back-Up second server configuration. An option is to utilize a single server with a data back-up system enabling the elimination of the cost of the second back-up HA server and related software/OS costs.
3. The servers will need to be rack mounted by the County staff. TracNet staff is available to be on-site and consult with the installation of the servers.
4. The installation of the OS, configuration of the servers and final transfer of the data to the new servers will be provided by TracNet Corporation.
5. Additional temporary IP addresses and network attachment to the current network will need to be provided by the County to TracNet for the configuration/data transfer



Law Enforcement Software

processes. These IP addresses can be released after the new servers are installed, configured, data transferred and operational.

6. If any changes in the location of the servers is desired by the County, additional charges may be incurred depending upon the complexity of the revised location.
7. No programmatic or application changes or process modifications are included in the costs.
8. The proposed Total Cost of \$ 313,596.32 includes the costs for the new primary server hardware, new backup server hardware, IBM OS Operating systems for both servers and 3 years IBM Hardware and Software Maintenance. TracNet Maintenance is billed separately and not included in this proposal.

System #1 (Production)

Hardware Sub Total	\$ 71,923.72
Taxes at 9.25%	\$ 6,652.94
Software and Software/Hardware Support sub total	\$ 120,534.00
Estimated Shipping and Handling	\$ 482.00
Total Cost Production Server	\$ 199,592.66

System #2 (CBU)

Hardware Sub total	\$ 71,923.72
Taxes at 9.25%	\$ 6,652.94
Software and Software/Hardware Support sub total	\$ 34,945.00
Estimated Shipping and Handling	\$ 482.00
Total Cost CBU Server	\$ 114,003.66

<u>System #1 Production + System #2 CBU</u>	<u>\$ 313,596.32</u>
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Law Enforcement Software

System #1 (Production) Hardware

1	9105-41B	IBM POWER S1014	\$5,665.0000	Vendor Drop Ship	1	\$5,665.0000	11/05/2025
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6	9105-41B-EB3W	AC TITANIUM POWER SUPPLY - 1200W FOR SERVER (100-127V/200-240V)	\$618.0000	Vendor Drop Ship	2	\$1,236.0000	11/05/2025
7	9105-41B-EJ1Y	STORAGE BACKPLANE WITH EIGHT NVME U.2 DRIVE SLOTS	\$2,058.9700	Vendor Drop Ship	1	\$2,058.9700	11/05/2025
8	9105-41B-EJXU	FRONT IBM BEZEL FOR 16 NVME-BAYS BACKPLANE RACK-MOUNT	\$206.0000	Vendor Drop Ship	1	\$206.0000	11/05/2025
9	9105-41B-EMFA	64GB (2x32GB) DDIMMs (2U), 3200 MHz, 16Gbit DDR5 Memory	\$5,148.9700	Vendor Drop Ship	1	\$5,148.9700	11/05/2025
10	9105-41B-EN2Z	PCIe 4-Port 1GbE Adapter	\$360.5000	Vendor Drop Ship	3	\$1,081.5000	11/05/2025
11	9105-41B-EPG2	8-CORE TYPICAL 3.00 TO 3.90 GHZ (MAX) POWER10 PROCESSOR	\$14,418.9700	Vendor Drop Ship	1	\$14,418.9700	11/05/2025
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14	9105-41B-EU19	CABLE TIES & LABELS	\$25.7500	Vendor Drop Ship	1	\$25.7500	11/05/2025
16	9677-A03	3 YEAR, IBM POWER EXPERT CARE ADVANCED	\$2,094.8700	Vendor Drop Ship	1	\$2,094.8700	11/05/2025

Hardware Subtotal \$71,923.72



Law Enforcement Software

System #1 (Production) Software and Software/Hardware Support

18	5663-HA1-0427	MAINTENANCE BASIC 3 YEAR REGISTRATION PER PROC CORE ON SM QTY 1	\$1,850.0000	Vendor Drop Ship	4	\$7,400.0000	11/05/2025
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32	5770-SS1-1383	MEDIA CHARGE PKEYED PRODUCT	\$393.0000	Vendor Drop Ship	1	removed	11/05/2025
34	5770-WDS-1106	BASUSE OTC BASE WITH QTY 1	\$2,017.0000	Vendor Drop Ship	2	\$4,034.0000	11/05/2025
35	5770-WDS-1312	BASUSE OTC BASE WITH QTY 1	\$894.0000	Vendor Drop Ship	2	\$1,788.0000	11/05/2025
37	5773-PVE-0999	PER PROC SM SYSTEM 3YR REG	\$405.0000	Vendor Drop Ship	4	\$1,620.0000	11/05/2025
38	5773-PVE-1001	PER PROC SM SYSTEM 3YR 7X24	\$29.0000	Vendor Drop Ship	4	\$116.0000	11/05/2025

Software and Software/Hardware Support sub total \$120,534.00



Law Enforcement Software

System #2 (CBU) Hardware

1	9105-41B	IBM POWER S1014	\$5,665.0000	Vendor Drop Ship	1	\$5,665.0000	11/05/2025
4	9105-41B-6458	POWER CORD 4.3M (14-FT), DRAWER TO IBM PDU (250V/10A)	\$14.4200	Vendor Drop Ship	2	\$28.8400	11/05/2025
6	9105-41B-EB3W	AC TITANIUM POWER SUPPLY - 1200W FOR SERVER (100-127V/200-240V)	\$618.0000	Vendor Drop Ship	2	\$1,236.0000	11/05/2025
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8	9105-41B-EJXU	FRONT IBM BEZEL FOR 16 NVME-BAYS BACKPLANE RACK-MOUNT	\$206.0000	Vendor Drop Ship	1	\$206.0000	11/05/2025
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13	9105-41B-EUOK	OPERATOR PANEL LCD DISPLAY	\$410.9700	Vendor Drop Ship	1	\$410.9700	11/05/2025
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16	9677-A03	3 YEAR, IBM POWER EXPERT CARE ADVANCED	\$2,094.8700	Vendor Drop Ship	1	\$2,094.8700	11/05/2025

Hardware Sub total \$71,923.72



Law Enforcement Software

System #2 (CBU) Software and Software/Hardware Support

18	5663-HA1-0426	MAINTENANCE BASIC 3 YEAR 7X24 PER PROC CORE ON SM SER QTY 1	\$195.0000	Vendor Drop Ship	1	\$195.0000	11/05/2025
19	5663-HA1-0427	MAINTENANCE BASIC 3 YEAR REGISTRATION PER PROC CORE ON SM QTY 1	\$1,850.0000	Vendor Drop Ship	1	\$1,850.0000	11/05/2025
21	5663-SP1-0001	P10 Per Processor 3Y Conversion to Subscription Reg. (21x/22x/41x)	\$22,705.0000	Vendor Drop Ship	1	\$22,705.0000	11/05/2025
22	5663-SP1-0432	MAINTENANCE BASIC 3 YEAR 7X24 PER PROC CORE ON SM SER QTY 1	\$2,099.0000	Vendor Drop Ship	1	\$2,099.0000	11/05/2025
24	5663-SU1-0002	Conversion to Subscription Unlimited Users 3Y (21x/22x/41x P10 Tier)	\$6,360.0000	Vendor Drop Ship	1	\$6,360.0000	11/05/2025
33	5770-SS1-1383	MEDIA CHARGE PKEYED PRODUCT	\$393.0000	Vendor Drop Ship	1	removed	11/05/2025
35	5773-PVE-0999	PER PROC SM SYSTEM 3YR REG	\$405.0000	Vendor Drop Ship	4	\$1,620.0000	11/05/2025
36	5773-PVE-1001	PER PROC SM SYSTEM 3YR 7X24	\$29.0000	Vendor Drop Ship	4	\$116.0000	11/05/2025

Software and Software/Hardware Support sub total \$34,945.00



County of Monterey

Item No.28

Board Report

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

Legistar File Number: 25-703

October 14, 2025

Introduced: 9/29/2025

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: General Agenda Item

Approve and Authorize the Sheriff or her designee to execute the Non-Standard Agreement with Versaterm Public Safety US Inc., for IAPro and Blue TEAMS (use of force tracking monitoring system) software/license subscription, effective upon execution for a term of three (3) years in the amount of \$78,725 and which shall auto-renew for one (1) year terms thereafter until terminated and increase annually by no more than \$32,000.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and Authorize the Sheriff or her designee to execute the Non-Standard Agreement with Versaterm Public Safety US Inc., for IAPro and Blue TEAMS (use of force tracking monitoring system) software/license subscription, effective upon execution for a term of three (3) years in the amount of \$78,725 and which shall auto-renew for one (1) year terms thereafter until terminated and increase annually by no more than \$32,000.

SUMMARY/DISCUSSION:

California Penal Code Section 832.5 requires law enforcement agencies to establish procedures for receiving, investigating and retaining citizen complaints against peace officers. These records shall be retained for no less than five (5) years where there was not a sustained finding of misconduct and for not less than 15-years where there was a sustained finding of misconduct.

The Monterey County Sheriff's Office ("MCSO") Internal Affairs Unit performs these investigations, along with internal investigations, Use of Force, vehicle accidents and employee evaluations when necessary.

For several years, the MCSO Internal Affairs Unit has continued to use an outdated method of composing, managing, tracking and record keeping of IA cases, Use of Force records, vehicle accidents and employee evaluations. IA PRO and BLUE TEAMS software/license has a dashboard that will easily track items that are approaching deadlines, will allow easy reporting, statistics, and will streamline data gathering. This will allow the Monterey County Sheriff's Office to generate reports on a variety of metrics including caseload, clearance rate, and disciplinary actions.

In addition, IA PRO and BLUE TEAMS software/license is confidential and very user friendly. We did a trial with the software and spoke to representatives from several other agencies who currently use the program for feedback. All of the feedback was positive, and we are looking forward to implementing the software.

The following law enforcement agencies currently use Versaterm IA PRO and BLUE TEAMS software/license to aide in their internal investigations: San Bernardino County Sheriff's Office, El Dorado County Sheriff's Office, Sacramento County Sheriff's Office, Tulare County Sheriff's Office, Fresno PD and Sacramento PD.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved as to legal form. The Auditor-Controller has reviewed the agreement but does not agree to the non-standard payment provisions.

FINANCING:

The cost of this contract is included in the FY 2025-26 Adopted budget. There will be no increase in General Fund Contribution in the current fiscal year resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:

- Well-Being and Quality of Life
- Sustainable Infrastructure for the Present and Future
- Safe and Resilient Communities
- Diverse and Thriving Economy
- Dynamic Organization and Employer of Choice

Prepared by: Arthur Curtright, Management Analyst II, Ext #3708
Reviewed by: Jason Smith, Chief Deputy Sheriff, Ext #3801
Reviewed by: Keith Boyd, Undersheriff, Ext #3859
Approved by: Tina Nieto, Sheriff/Coroner, Extension #3750

- Attachments:
- Board Report
 - Non-Standard Agreement
 - Service Schedule
 - Scope



County of Monterey

Item No.

Board Report

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

Legistar File Number: 25-703

October 14, 2025

Introduced: 9/29/2025

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

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- Attachments:
- Board Report
 - Non-Standard Agreement
 - Service Schedule
 - Scope

MASTER SOFTWARE AND SERVICES AGREEMENT

This Master Software and Services Agreement ("MSA") is entered into as of the date of the last signature set forth on the signature page hereto (the "Effective Date"):

BETWEEN:

Monterey County Sheriff's Office (CA) (hereafter referred to as "Customer")

-and-

Versaterm Public Safety US, Inc., a corporation incorporated under the laws of the state of Delaware (hereafter referred to as "Versaterm")

Background

- A. Versaterm (including its affiliates) develops and licenses proprietary software related to public safety agencies.
- B. The Parties contemplate that from time-to-time the Customer will wish to obtain, and Versaterm will provide, a license and associated services from Versaterm to permit the Customer to such software and related materials, all of which shall be governed by the terms and conditions of this MSA.

NOW THEREFORE in consideration of the covenants contained in this MSA, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

For the purposes of this MSA, each Service Schedule, and each Statement of Work, these terms will have the following meanings:

- 1.1. "Authorized User" means an employee, consultant, or contractor of Customer authorized by Customer to access and use the Services on Customer's behalf.
- 1.2. "Confidential Information" means this Agreement, any Service Schedule, the Software, Customer Data and all ideas, designs, business models, databases, drawings, documents, diagrams, formulas, test data, marketing, financial or personnel data, technology, products, sales information, trade services, know-how customer or supplier information, including information provided by such customers or suppliers, or any other information already

furnished or to be furnished or made available by one Party to the other, whether in oral, written, graphic or electronic form including any such information exchanged during informational sessions designated as confidential, including, without limitation, information concerning a Party's actual and potential customers and other Intellectual Property Rights of such Party, provided, however, that Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the receiving Party, whether through breach of this Agreement or otherwise; (ii) that, prior to disclosure by the disclosing Party, was already in the possession of the receiving Party, as evidenced by written records kept by the receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the receiving Party; (iii) independently, custom developed by the receiving Party, by Persons having no direct or indirect access to the disclosing Party's Confidential Information provided that the receiving Party provides clear and convincing evidence of such independent development; (iv) which, subsequent to disclosure, is obtained from a third Person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such information; and (C) on a non-confidential basis; or (v) is further disclosed with the prior written consent of the disclosing Party, but only to the extent of such consent.

- 1.3. "CPI" means (i) for Customer located in Canada the consumer price index published by Statistic Canada on the 1st of the year or (ii) for Customer located in the United States the consumer price index for all urban consumers published by the U.S. Bureau of Labor Statistics on the 1st of the year.
- 1.4. "Customer Data" means collectively any data, files, documentation, or other information: (i) that Customer or any of its Authorized Users may upload to Versaterm Platform when using the Services; and (ii) processed through the use of the Services, excluding Third Party Data and any Versaterm Data.
- 1.5. "Customizations" means all Customer requested modifications made to the Software or User Documentation by or for Versaterm in accordance with the terms of a Service Schedule or Work Order, which shall be at Customer's expense.
- 1.6. "Enhancements" means any changes or additions to the Software, that improve functions, add new functions, improve performance, or correct errors by changes in system design or coding, including but not limited to changes or additions that are made to the Software to provide substantial additional value or utility.
- 1.7. "Fees" means the Subscription Fees, the License Fees, the Maintenance and Support Fees, the Customization Fees, and all other fees and charges charged by Versaterm under this MSA, any Service Schedule, any SOW, or any other attachment.

- 1.8. "Including" means "including without limitation" and is not to be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it.
- 1.9. "Initial Subscription Term" as further defined in Section 3.3 of the MSA.
- 1.10. "Intellectual Property" means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitation, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software (including its source code), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.
- 1.11. "Intellectual Property Rights" means: (a) any and all proprietary rights anywhere in the world provided under: (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) semiconductor chip or mask work law; (vi) trade secret law; (vii) privacy law; or (viii) any other statutory provision or common law principal applicable to this Agreement which may provide a right in either: (A) Intellectual Property; or (B) the expression or use of Intellectual Property; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.
- 1.12. "Licensed Materials" means collectively the Versaterm Platform, Software and the User Documentation.
- 1.13. "Maintenance and Support Fees" means the fees charged by Versaterm in respect of maintenance and support services as further identified in a Service Schedule.
- 1.14. "Open Source Software Components" means software programs, libraries, or distributables (commonly known as "public", "open source" or "free" software) made publicly available by the copyright holders.
- 1.15. "Party" means either Customer or Versaterm and "Parties" means both.
- 1.16. "Person" means any individual, company, corporation, partnership, government or government agency, authority or entity howsoever designated or constituted.
- 1.17. "Point of Access" means Versaterm's, or its subcontractor's, border router, which is used to establish connectivity from the Versaterm Platform to Versaterm's, or its subcontractor's, internet provider, or the public internet.

- 1.18. "Professional Services" all professional services purchased by Customer in respect of the Subscription Services or use of Software (if installed on Customer's premises), including implementation services, data migration, specialized support, training services and any other services as further described in a Service Schedule or Statement of Work.
- 1.19. "Project Kick-Off" means the initial meeting of the Parties or formal start of the project, as may be further defined in a Statement of Work.
- 1.20. "Provisioning" means the Software has been made available and accessible by Versaterm to the Customer by providing the Customer with a log-in.
- 1.21. "Renewal Subscription Term" as defined in Section 3 of this MSA.
- 1.22. "Service Schedule" means the applicable written document, signed by Customer and Versaterm, which incorporates by reference the terms and conditions of this MSA, the terms and conditions of Subscription Service or the terms and conditions regarding use of the Software, any attached SOW, and any other relevant terms and conditions with respect to Customizations, Professional Services, Implementation or the provision of other technical services.
- 1.23. "Software" means the computer programs owned by Versaterm and which are licensed to Customer under a Service Schedule, including: (a) all maintenance modifications (updates and upgrades); (b) Enhancements; (c) Customizations, now developed or to be developed by or for Versaterm during the Term; and (d) all formulas, routines, subroutines, algorithms, concepts, techniques, know-how and ideas implemented or embodied in any of the foregoing, in any form. For the avoidance of doubt, Software excludes Third Party Components.
- 1.24. "Statement of Work" or "SOW" means the applicable written document, signed by Customer and Versaterm or incorporated as part of Service Schedule, under which Versaterm may provide Customer additional Professional Services related to the Software, including training, specialized support and data migration, which shall be attached to the applicable Service Schedule.
- 1.25. "Subscription Fee" means the fees charged by Versaterm in respect of the Subscription Service or in respect of the provision of Software to Customer on an on-premises basis, as further identified in a Service Schedule as further identified in a Service Schedule.
- 1.26. "Subscription Service" means any combination of the following: (i) limited access and use rights to the Versaterm Platform on a hosted basis, (ii) hosting services, (iii) support services, and (iv) any other similar generally applicable services that Versaterm provides to its

customers in accordance with the User Documentation. For the avoidance of doubt, Subscription Services do not include Professional Services.

1.27. "Subscription Term" means the Initial Subscription Term and any Renewal Subscription Terms.

1.28. "Term" means the term set out in Section 3.1.

1.29. "Third Party Data" means any data owned by a third party that the Customer accesses via the Software.

1.30. "Third Party Component" means any components of the Subscription Services provided by third parties, including Open Source Software Components and third party proprietary software or services (e.g. Amazon Web Services (AWS)).

1.31. "Third Party Supplier" means any party who provides products and/or services, including Open Source Software and Third Party Components that contribute to the overall Software provided to the Customer by Versaterm.

1.32. "User Documentation" means the user manuals, guides, and specifications with respect to the operation, use, functions, and performance of the Software, as revised from time to time, and any additional documentation for Customizations produced by Versaterm, in written or online electronic form.

1.33. "Versaterm Platform" means the Software, Versaterm Server and such devices and peripherals physically located with the Versaterm Server, including all computer hardware, software, network elements, and electrical and telecommunications infrastructure located behind the Point of Access.

1.34. "Versaterm Server" means that computer server located at Versaterm's premises, or a third-party provider of hosting and/or network services, that houses the Software.

2. Scope of Agreement

2.1. It is the intention of Versaterm and Customer that, where Software and services are to be provided by Versaterm under this MSA, particular details and terms will be specified in a Service Schedule. If there is a conflict between a Service Schedule and this MSA, the Service Schedule will prevail over the conflicting provisions of this MSA to the extent of the inconsistency but only for the purposes of that Service Schedule. Except for such conflicts, the provisions of this MSA will not be deemed to be amended, cancelled, waived, or released by the execution of a Service Schedule.

2.2. Each Service Schedule shall contain the following minimum information, to the extent the same is applicable:

2.2.1. the express incorporation of this MSA by reference;

2.2.2. a list and description of the applicable Software;

2.2.3. Subscription Term;

2.2.4. Customizations and custom application programming interfaces (“APIs”) if any, to the Software and the terms and conditions upon which same will be provided;

2.2.5. the Fees, including onboarding fees, escrow agreement fees and implementation fees, as applicable;

2.2.6. the License Fee or Subscription Fee for the Software;

2.2.7. the Maintenance and Support Fee;

2.2.8. the site(s) at which the Software are permitted to be installed if Software is installed on Customer’s premises;

2.2.9. the project schedule (which may include project implementation dates, installation dates, training session dates) for the Software;

2.2.10. training, if applicable;

2.2.11. any other terms relating to the maintenance, enhancement or support of the Software; and

2.2.12. any special terms and conditions agreed upon by Versaterm and Customer.

3. Effective Dates.

3.1. This MSA shall have an initial term of three (3) years from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the provisions under Section 19, and shall automatically renew for two (2) consecutive additional one (1) year terms (each a "Renewal Term"), unless either Party provides a written termination notice to the other Party at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. The Initial Term and Renewal Terms, if any, are collectively referred to herein as the “Term”. Notwithstanding any termination or expiration of this MSA, the MSA

shall continue to be in effect until the termination or expiration of the last effective Service Schedule.

- 3.2. Each Service Schedule will be effective from the date set out in such Service Schedule and for the term specified in that Service Schedule.
- 3.3. Upon expiration of each Subscription Term, unless otherwise specified in the applicable Service Schedule, all rights to access and use or the license to use Licensed Materials, as applicable, granted under such Service Schedule and this MSA shall automatically be renewed for additional one (1) year periods, and Versaterm will invoice Customer at the then-current subscription-based price for such additional Subscription Term year at Versaterm's then-current rates, subject to the cap set forth in Section 8.7 (or such other rates mutually agreed by the Parties), unless a Party provides written notice to the other Party to terminate at least sixty (60) days prior to the expiration of the Subscription Term or any renewal term.

4. License

- 4.1. Customer shall have the right to access and use or install and use the Licensed Materials solely as expressly granted or otherwise set forth in this MSA and the applicable Service Schedule.
- 4.2. Provided that Customer is not in default of payment, for the duration the Subscription Term, Versaterm hereby grants to Customer a revocable, limited, non-exclusive, non-sublicensable, non-transferable, and royalty-free license to access and use of the Subscription Service or Licensed Materials identified the Service Schedule for Customer's operations.
- 4.3. Customer shall not:
 - 4.3.1. use, reproduce, display, perform or otherwise exploit the Software except as expressly authorized in this MSA or in a Service Schedule;
 - 4.3.2. copy any of the Software or User Documentation except as reasonably necessary to use the Software for its internal use as authorized herein or in a Service Schedule, and in all cases subject to the confidentiality provisions hereof, and provided that all copyright notices and any other proprietary notices are included;
 - 4.3.3. assign this MSA or transfer, lease, export or grant a sublicense of the Software or the license contained in this MSA to any Person except as expressly authorized herein or in a Service Schedule;

- 4.3.4. decompile, disassemble, reverse engineer, or otherwise access or attempt to gain access to the Software's source code;
 - 4.3.5. give any Person other than its employees, consultants, contractors and/or clients of Customer or other individuals listed pursuant to a Service Schedule access to the Software or;
 - 4.3.6. rent or lend, with or without charge, any system which includes the Software to any Person including clients and customers;
 - 4.3.7. operate at any time on a regular or irregular basis an online or offline customer service bureau involving the Software;
 - 4.3.8. permit (and Customer shall take all necessary precautions to prevent) third parties (including, any parties affiliated or related to Customer) to use the Software in any way that would constitute a breach of this MSA or any Service Schedule;
 - 4.3.9. use any APIs, other than the APIs expressly authorized for use by Versaterm, with the Software or use any authorized APIs in a manner that is not permitted or published by Versaterm;
 - 4.3.10. remove or modify any proprietary marking or restrictive legends placed on the Licensed Materials;
 - 4.3.11. use any device, software, or routine to interfere with the proper working of the Software or to bypass any security features of the Software;
 - 4.3.12. introduce into the Versaterm Platform any viruses, worms, defects, trojan horses, malware, or any items of a destructive nature; or
 - 4.3.13. use the Software or Services in any way that would cause Versaterm to have unescorted access to unencrypted criminal justice information in violation of the FBI Criminal Justice Information Services Security Policy.
- 4.4. Customer shall be solely and exclusively responsible for the supervision, management, and control of Customer's and each of its Authorized User's use of the Licensed Materials and shall require each Authorized User to maintain all passwords and other access credentials with respect thereto.

5. Customer's Obligations

- 5.1. Where the Software will require access and use of the Versaterm Platform, Versaterm shall operate and maintain the Versaterm Platform in accordance with the applicable Service Schedule. Access to the Versaterm Platform may be through a secure connection with the public internet or using a Network Aggregator Provider. Customer acknowledges and agrees that Versaterm is not responsible or liable for any communication over the public internet, or for the Network Aggregator Provider's network or its operation or the Network Aggregator Provider's network's failure to deliver communication to and from the Versaterm Platform on a timely basis.
 - 5.2. Customer shall be fully responsible for the acts and omissions of all Persons that are authorized or otherwise allowed, by Customer, to use or have access to the Software and User Documentation.
 - 5.3. Customer agrees to co-operate with and advise Versaterm of all information which would be reasonably required to permit Versaterm to deliver and, if applicable, install the Software. Customer shall respond promptly to any Versaterm request to provide information, approvals, authorizations or decisions that are reasonably necessary for Versaterm to provide the Software.
 - 5.4. Subject to the terms and conditions of this MSA, each Service Schedule, and if applicable, each SOW, Customer shall provide Versaterm with all reasonable access, which may include remote access, and any necessary escorted supervision to Customer's systems and premises for the purpose of Versaterm performing its obligations pursuant to this MSA, and the failure of Customer to provide such access shall relieve Versaterm of its obligation to perform such obligations.
 - 5.5. Customer shall notify Versaterm immediately of any actual or suspected unauthorized use of any identity, authentication, or authorization credentials for the Versaterm Platform.
6. Ownership
- 6.1. Customer acknowledges and agrees that all rights, title and interests in and to the Licensed Materials, including all Intellectual Property embodied therein, are and shall at all times remain the exclusive property of Versaterm and that, except as expressly set forth herein, no rights, title or interests, including any license, is granted to Customer hereunder by implication, estoppel, or otherwise of any kind whatsoever in or to the Licensed Materials or any portion thereof, except, in each case, for the rights and licenses expressly granted to Customer herein,. Customer further acknowledges and agrees that all Third Party Components are and shall at all times remain the property of the applicable Third Party Suppliers.

- 6.2. Customer shall not remove any Versaterm trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service.
- 6.3. If Customer provides any feedback, comments, suggestions, ideas, descriptions of processes, or other information to Versaterm about or in connection with any Licensed Materials, including any ideas, concepts, know-how or techniques contained therein (collectively, "Feedback"), then Customer hereby grants Versaterm and its affiliates a worldwide, fully paid-up, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to Customer or any restriction or obligation on account of Intellectual Property Rights or otherwise. Without limiting the generality of the foregoing, nothing in this MSA limits Versaterm's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

7. Customer Data and Hosting Provider

- 7.1. Customer hereby grants to Versaterm a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, display, transmit and distribute the Customer Data solely in connection with providing the Licensed Materials to Customer, and improving and developing the Licensed Materials. In addition, Versaterm may analyze Customer Data, and data of other customers, to create aggregated or anonymized statistics or data that do not identify Customer or any individual, and Versaterm may during and after the Term use and disclose such statistics or data in its discretion. Except as specified otherwise in the Agreement, Customer shall be solely responsible for providing, updating, uploading and maintaining all Customer Data.
- 7.2. Customer acknowledges and agrees that Versaterm: (i) will not be responsible for the accuracy, completeness or adequacy of any Customer Data or the results generated from any Customer Data uploaded to the Versaterm Platform and processed by the Software; (ii) has no control over any Customer Data or the results therefrom; (iii) does not purport to monitor Customer Data; and (iv) if Software is installed on Customer premises, shall not be responsible to back up or maintain any back up of the Customer Data or any portion thereof.
- 7.3. Versaterm may change its third party hosting provider ("Hosting Provider") at any time, consistent with commercially reasonable practices. Customer's use of the Licensed Materials is subject to any applicable restrictions imposed by the Hosting Provider. Notwithstanding any other provision of this MSA, Versaterm shall not be liable for any problems, failures, defects or errors with the Licensed Materials to the extent caused by the Hosting Provider. Customer acknowledges that the Fees payable for the Licensed Materials reflect the fact that Versaterm is not responsible for the acts and omissions of the Hosting Provider.

8. Fees and Payment Terms

- 8.1. All Fees applicable to a Service Schedule will be specified therein. All amounts invoiced and due in accordance with the payment terms of the applicable Service Schedule shall be paid by Customer within thirty (30) days of the date of an invoice for such amounts.
- 8.2. Any additional services, such as Professional Services or Customizations, requested by Customer shall be subject to additional Fees, unless otherwise agreed to in writing by the Parties.
- 8.3. All invoices under a Service Schedule will be in writing, reasonably substantiate the charges set out therein and will be emailed by Versaterm to Customer at email address specified in the applicable Service Schedule or may be submitted through an alternative electronic platform as agreed to between the Parties (i.e.: Customer's portal) as identified in the applicable Service Schedule.
- 8.4. In all cases, all undisputed amounts due under this Agreement will be paid by Customer in full without any withholding, set-off, counterclaim or deduction.
- 8.5. If, acting in good faith, Customer disputes any item within an invoice, it shall raise such dispute by written notice to Versaterm prior to the date that payment on such invoice is due, and the Parties shall negotiate in good faith to attempt to resolve the dispute promptly. If the dispute is not resolved within thirty (30) days of the said notice being given, the dispute shall be resolved in accordance with Section 33. Any amounts not disputed in accordance with this section shall be deemed accepted and must be paid by Customer in accordance with Section 8.1.
- 8.6. Versaterm reserves the right to increase the fees on an annual basis, as identified in a Service Schedule, by no more than CPI + 4% with a CPI cap of 5%. Notwithstanding the foregoing, Versaterm may increase fees beyond the cap of CPI + 4% with a CPI cap of 5% for Third Party Components, provided that Versaterm can demonstrate that the fees for the Third Party Component(s) have increased beyond the cap

9. Taxes.

In addition to all charges under a Service Schedule, Customer shall pay to Versaterm all taxes, duties, and other such assessments or charges which may be assessed, levied, or imposed with respect to any Software, services or products provided under a Service Schedule, except taxes based on Versaterm's income and capital. The foregoing provision includes sales, use, service, excise and personal property taxes, whether collected or withheld by Versaterm or otherwise assessed, and any penalty and interest payments related to the foregoing (which penalty and interest payments are not due to any fault on the part of Versaterm) but does not include taxes

for which Customer is exempt by law and for which Customer has provided to Versaterm a bona fide tax exemption certificate prior to such tax becoming due.

10. Confidentiality

10.1. Each Party acknowledges that all Confidential Information consists of confidential and proprietary information. Except as required by law, each Party shall hold Confidential Information of the other Party in trust and confidence for and on behalf of such other Party, and shall take commercially reasonable measures to maintain the confidentiality of the Confidential Information, which measures shall in any event be no less than what such Party would implement to protect its own Confidential Information of a similar nature or value. Each Party agrees not to make use of Confidential Information other than to the extent necessary for the exercise of rights or the performance of obligations under this MSA or any Service Schedule, and not to release, disclose, communicate or otherwise make it available to any third-party other than officers, directors, employees, consultants and contractors of Versaterm or Customer, as applicable, who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this MSA or any Service Schedule.

10.2. Each Party agrees that any breach of this Section 10 ("Confidentiality") may give rise to irreparable damage to the other Party, the injury to the other Party from any such breach would be difficult to calculate, and that money damages would therefore be an inadequate remedy for such breach. Each Party agrees that the other Party will be entitled, in addition to all other remedies that the other Party may have under this MSA, at law or in equity, and without showing or proving any actual damage sustained by it, to a permanent or temporary injunction or other order to restrain any breach, threatened breach or the continuation of any breach of this Section 10.

10.3. Upon the termination or expiration of each Service Schedule, each Party will return to the other Party all Confidential Information with respect to such Service Schedule which is then in its possession or control.

10.4. Notwithstanding the above, Versaterm reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm, saved as part of routine back-ups or as otherwise may be required by law.

11. Representations and Warranties of Versaterm.

Versaterm represents and warrants as follows:

11.1. Versaterm has the power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Versaterm have been duly authorized by Versaterm. This MSA has been duly executed and delivered by Versaterm and is a valid and binding obligation of Versaterm, enforceable in accordance with its terms;

11.2. Neither the entering into of this MSA, nor the performance by Versaterm of any of its obligations under this MSA will contravene, breach, or result in any default under any organizational documents of Versaterm or under any agreement to which Versaterm is a party or by which Versaterm is otherwise bound; and

11.3. Versaterm will use commercially reasonable efforts to ensure that all Software delivered to Customer is, at the time of shipment, free of any known computer software viruses.

12. Representations and Warranties of Customer.

Customer represents, warrants, and covenants, as follows:

12.1. Customer has the corporate power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Customer have been duly authorized by Customer. This MSA has been duly executed and delivered by the Customer and is a valid and binding obligation of the Customer, enforceable in accordance with its terms; and

12.2. Neither the entering into of this MSA, nor the performance by Customer of any of its obligations under this MSA will contravene, breach, or result in a default under the articles, by-laws, constating documents or other organizational documents of Customer or under an agreement or regulatory policy to which the Customer is a party or by which Customer is otherwise bound.

13. Versaterm's Indemnity

13.1. Versaterm will defend at its own expense any claim, proceeding or suit (for purposes of this Section 13, a "Claim") brought against Customer to the extent such Claim alleges that any Licensed Materials provided under a Service Schedule infringes a proprietary right of a third-party which is enforceable within Canada or the United States, and will indemnify and pay all damages finally awarded against Customer by courts of competent jurisdiction on account of such infringement together with all reasonable costs and expenses (including reasonable legal fees as determined by courts of competent jurisdiction) incurred by Customer as a direct result of such Claim, provided Versaterm is given: (i) prompt written notice, however, no later than ten (10) days, of the Claim; (ii) all reasonable information and assistance which it may require to defend the Claim; (iii) sole control of the defense of the

Claim, and all negotiations for its settlement or compromise; and provided further: (iv) that the alleged infringement does not result from any alterations, modifications or enhancements to the Software or Documentation made by Customer or on its behalf by a third-party, or the use or operation of the Licensed Materials in combination with other software, products, data, apparatus or equipment not provided by Versaterm.

13.2. Notwithstanding anything to the contrary in this MSA or any Service Schedule, Versaterm shall not be responsible for any cost, expense or compromise incurred or made by Customer in respect of a Claim without Versaterm's express prior written consent.

13.3. If any Claim has occurred, or in Versaterm's opinion is likely to occur, Versaterm may, at its option and expense:

(i) procure for Customer the right to continue using the applicable Licensed Materials;

(ii) replace or modify the same so that it becomes non-infringing without loss of material functionality; or

(iii) if none of the foregoing alternatives is reasonably available, or available on commercially reasonable terms, at Versaterm's discretion, discontinue the Service and use of the Software and refund to Customer any pre-paid and unused portion of the Fees paid by Customer in respect of use of the Software for the remainder of the then-current portion of the Term.

13.4. Notwithstanding the above Versaterm shall have no obligation for any Claim based upon Third Party Components, which are warranted solely by the individual Third Party Supplier.

13.5. This Section 13 states the entire obligations of Versaterm with respect to any infringement of any Intellectual Property Rights of any third party.

14. Customer's Indemnity

Unless not permissible by law, Customer shall defend at its own expense any Claim brought against Versaterm, its affiliates or any of their respective directors, officers, employees, consultants, contractors or agents (each, a "Versaterm Indemnitee"), to the extent such Claim: (i) alleges, directly or indirectly, that any Customer Data infringes any Canadian or U.S. Intellectual Property Right of a third person; (ii) alleges, directly or indirectly, that Customer's use of the Software, services, or products violates or is contrary to applicable law or that this contract is unenforceable as a matter of policy; or (iii) is in relation to Customer's use of the Software, including contrary to applicable law, except however to the extent Versaterm is obligated to indemnify Customer pursuant to Section 13; provided that Customer is given:

- i. prompt written notice of the Claim or of any allegations or circumstances known to Versaterm which could result in a Claim;
- ii. all reasonable information and assistance from Versaterm, at Customer's expense, which Customer may require to defend the Claim; and
- iii. sole control of the defense of the Claim, and all negotiations for its settlement or compromise thereof; provided that Versaterm's express prior written consent shall be required for any such settlement or compromise that (A) does not fully and irrevocably release all Versaterm Indemnitees from any liability of any kind a full release with respect thereto, (B) limits in any manner Versaterm's right to use, distribute or commercialize any Licensed Materials, or (C) that includes any admission of wrongdoing by or creates or is reasonably likely to create any reputational harm to any Versaterm Indemnitee.

15. Exclusion of Other Warranties and Conditions

15.1. EXCEPT AS EXPRESSLY STATED IN THIS MSA, ANY SERVICE SCHEDULE, OR ANY SOW, THE LICENSED MATERIALS, THIRD PARTY COMPONENTS OR ANY SERVICES PROVIDED HEREUNDER, ANY SERVICE SCHEDULE OR ANY SOW ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. THE REPRESENTATIONS AND WARRANTIES GIVEN BY VERSATERM IN SECTION 11 ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO ANY LICENSED MATERIALS, THIRD PARTY COMPONENTS OR SERVICES PROVIDED UNDER THIS MSA, ANY SERVICE SCHEDULE OR ANY SOW, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. VERSATERM HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY COMPONENTS OR THE ACTS OR OMISSIONS (INCLUDING WITH RESPECT TO THE PROVISION OF ANY SERVICES) OF ANY THIRD PARTY SUPPLIER.

15.2. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF ANY SOFTWARE OR THIRD PARTY COMPONENTS, AND THE RESULTS OBTAINED FROM SUCH USE AND OPERATION, ARE AT THE SOLE AND EXCLUSIVE RISK OF CUSTOMER AND THAT VERSATERM ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY RELIANCE UPON THE RESULTS OBTAINED BY CUSTOMER OR ANY THIRD-PARTY.

16. Exclusion of Indirect Damages.

UNDER NO CIRCUMSTANCES WILL VERSATERM BE LIABLE FOR ANY OF THE FOLLOWING UNDER THIS AGREEMENT FOR ANY REASON: (A) SPECIAL, INDIRECT, CONSEQUENTIAL,

INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITH RESPECT TO LOSS OF PROFITS, REVENUES, CUSTOMERS OR CONTRACTS, LOSS OF USE OF EQUIPMENT, LOSS OF OR DAMAGE TO DATA OR CUSTOMER RECORDS, REPUTATIONAL HARM, OPERATIONAL OR SERVICE INTERRUPTIONS, BUSINESS INTERRUPTION, OR LACK OF AVAILABILITY OF CUSTOMER MATERIALS OR FACILITIES, INCLUDING CUSTOMER'S COMPUTER RESOURCES, SOFTWARE AND ANY STORED DATA (INCLUDING CUSTOMER DATA) OR RECORDS; OR (B) ANY THIRD-PARTY CLAIMS AGAINST CUSTOMER FOR LOSSES OR DAMAGES (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13), IN EACH CASE, EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR EVEN IF SAME WERE REASONABLY FORESEEABLE.

17. Limitation of Direct Damages.

THE TOTAL AGGREGATE LIABILITY OF VERSATERM UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT CUSTOMER PAID VERSATERM FOR THE SERVICES PURSUANT TO WHICH SUCH LIABILITY AROSE OR IS ASSOCIATED DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM GIVING RISE TO THE LIABILITY AROSE. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES ARISING FROM VERSATERM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

18. Insurance.

Versaterm shall secure and maintain insurance coverage throughout the MSA and any Service Schedule in amounts that it deems reasonable in its sole discretion.

19. Termination.

In addition to any other rights or remedies hereunder:

19.1. Either Party may terminate this MSA or any Service Schedule for convenience by providing thirty (30) days written notice to the other Party;

19.2. Versaterm may terminate this MSA and/or any Service Schedule at any time on giving Customer notice in writing if: (i) Customer infringes any copyright or other Intellectual Property Right or other industrial or proprietary right of Versaterm; (ii) in Versaterm's reasonable judgment, Customer's use of the Software poses a security risk to the Software or any third party; (iii) Customer fails to pay in full any sum owed by it under this MSA or Service Schedule within thirty (30) days of the due date therefor; or (iv) Customer fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (iv) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to Customer requiring Customer to cure such failure.

19.3. In the event Customer becomes unable to pay future amounts due under any Service Schedule or SOW due to a material reduction in or cancellation of public funding, Customer may terminate the applicable Service Schedule or SOW upon thirty (30) days' written notice to Versaterm, and Versaterm shall be entitled to retain any advance payments made by Customer to Versaterm.

19.4. Subject to applicable law, Customer may terminate this MSA immediately upon giving written notice to Versaterm if Versaterm: (i) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (ii) is unable to pay its debts as they mature; (iii) has a receiver and/or manager appointed over its assets or an application is made to do so; (iv) becomes bankrupt or insolvent or commits an act of bankruptcy or (v) Versaterm fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (v) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to Customer requiring Customer to cure such failure.

20. Orderly Termination

20.1. Upon any termination or other expiration of a Service Schedule or SOW or this MSA, each Party shall forthwith return to the other Party all Confidential Information, documentation, papers, material, and other property of the other Party in its possession or control.

20.2. In addition to the obligations in Section 20.1 above, upon termination of a Service Schedule or upon expiration of the License Term for Software which is not renewed in accordance with the Service Schedule, Customer shall:

20.2.1. immediately discontinue use of the Licensed Materials;

20.2.2. ensure that all Persons using the Licensed Materials pursuant to this MSA cease all use thereof;

20.2.3. promptly (and in any event within five (5) days) return to Versaterm all copies of the Licensed Materials in its (or any Authorized Users' or other Persons' to whom it provided access to any Licensed Materials) possession or control;

20.2.4. permanently erase all Licensed Materials, in whole or in part, from all computer systems, storage devices and other electronic recording systems in Customer's possession or control and cause each Authorized User and each other Person to whom it provided access to any Licensed Materials to do the same;

20.2.5. deliver within thirty (30) calendar days of such termination or expiration a certificate certifying that Customer and all such Persons to whom Customer has provided access to any Licensed Materials have complied with the terms of this Section 20.2, as applicable; and

20.2.6. pay Versaterm the full amount of any charges outstanding, including for any Professional Services performed, as of the date of termination, if any, whether invoiced or not (including any amounts due as late payment charges), and all other monies owing to Versaterm.

21. Suspension

If Customer has materially violated the MSA or any Service Schedule, including failure to pay any Fees or any portion thereof when due (other than invoiced amounts disputed in good faith pursuant to Section 8.6), Versaterm may immediately suspend Customer's and each of its Authorized Users' right to access or use any Licensed Materials (including access to the Versaterm Platform) or receive any Services.

22. Relationship

This MSA and each Service Schedule and SOW are agreements between separate legal entities and neither Party is the agent, employee, or partner of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves. Neither Party shall have the right to bind the other to any Service Schedule with a third-party or to incur any obligation or liability on behalf of the other Party.

23. Notices.

Unless specified otherwise in a Service Schedule, all notices, requests, demands and other communications under this MSA and each Service Schedule shall be in writing and shall only be duly given:

23.1. on the date of sending if sent by email to the email address indicated in Section 23.2; or

23.2. on the third business day after posting if sent, during normal postal conditions, by registered or certified mail to the Party for which it is intended and addressed as follows:

To Versaterm at:

Versaterm Public Safety US, Inc.

1 North MacDonald, Suite 500

Mesa, Arizona, USA

85201

Attention: Legal Department

E-mail: legal@versaterm.com

With copy to:

Versaterm Public Safety Inc.

1331 Clyde Avenue, Suite 400

Ottawa, Ontario, Canada

K2C 3G4

To Customer at:

Monterey County Sheriff's Office (CA)

1414 Natividad Rd, Salinas, CA 93906, United States

Attention: Nicole Davis

Email: DavisNL@countyofmonterey.gov

24. Waiver.

Any waiver of, or consent to depart from, the requirements of any provision of this MSA or a Service Schedule or SOW shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this MSA shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right. No amendment or variation to this MSA shall be effective unless signed in writing by both Parties.

25. Assignment.

Customer may not assign any rights or benefits under this MSA (including any Service Schedules or SOWs), in whole or in part, to any Person without the express prior written consent of Versaterm. Versaterm, with the consent of Customer which shall not be unreasonably withheld, may assign its rights and benefits under this this MSA (including any Service Schedules or SOWs) to any Person by providing written notice to the Customer and may contract with any other Person to perform its obligations under this MSA (including any Service Schedules or SOWs). Notwithstanding the foregoing, Versaterm may assign its rights and benefits under this MSA (including any Service Schedules or SOWs) to any Person without providing written notice to the Customer if such assignment is due to a corporate restructure, merger, or acquisition.

26. Force Majeure.

Except as expressly provided otherwise in a Service Schedule, dates and times by which Versaterm or Customer is required to render performance (other than dates and times for payment of money) under a Service Schedule or SOW shall be postponed automatically to the extent and for the period of time that Versaterm or Customer, as the case may be, is prevented from meeting them by reason of any causes beyond its reasonable control, provided the Party prevented from rendering performance notifies the other Party promptly and in detail of the commencement and nature of such a cause, and provided further that such Party uses its commercially reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

27. Severability.

If any provision of this MSA or any Service Schedule or SOW is determined to be invalid or unenforceable by a court of competent jurisdiction from which no further appeal lies or is taken, that provision shall be deemed to be severed herefrom, and the remaining provisions of this MSA, Service Schedule or SOW shall not be affected thereby and shall remain valid and enforceable.

28. Survival.

All obligations accrued to the date of termination as well as the Sections of this MSA listed below shall survive the termination of this MSA and any Service Schedule or SOW made pursuant to this MSA for as long as necessary to permit their full discharge: 1, 4.2, 6, 8, 9, 10, 13, 14, 15, 16, 17, 20, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42.

29. Headings

Section headings used in this MSA or any Service Schedules or SOWs are for convenience of reference only and shall not be construed as defining, limiting, or describing the scope or intent of this MSA or of the Service Schedule or SOW, as applicable.

30. Currency

Unless otherwise specified, all references to monetary amounts, including the symbol "\$", are in respect of American Dollars.

31. Benefits

This MSA and any Service Schedule or SOW made pursuant to this MSA shall be binding upon and ensure to the benefit of the Parties and their respective successors and permitted assigns.

32. Interpretation

In this MSA and each Service Schedule, words in the singular number include the plural and vice versa; words in the masculine gender include the feminine and neutral genders.

33. Good Faith Discussions

Prior to the commencement of any legal proceeding under this MSA or any Service Schedule or SOW, all claims must be raised for good faith discussion between authorized representatives of both Parties with authority to resolve the dispute. Should the claims not be resolved within thirty (30) days of the date of the first request such discussion, each Party shall be free to pursue its legal remedies pursuant to the terms of this MSA.

34. Amendments.

None of this MSA, and Service Schedule or any SOW shall be changed or amended except in writing by an amendment executed by authorized representatives of each Party.

35. Governing Law.

35.1 This MSA, each Service Schedule and each SOW as well as any matters relating to this MSA, any Service Schedule or any SOW, shall be construed and governed by and in accordance with the laws of the State or Province of the Customer and the applicable federal laws of the Customer's country (excluding any conflict of laws rule or principles that might refer such construction to the laws of another jurisdiction). Venue of any litigation arising out of this MSA shall lie exclusively in Monterey County Superior Court or the Federal District Court for the Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

35.2 Notwithstanding the above, if the Customer is located outside of North America, this MSA, each Service Schedule and each SOW as well as any matters relating to this MSA, any Service Schedule or any SOW, shall be construed and governed by and in accordance with the laws of the State of Delaware and the applicable federal laws of the United States of America (excluding any conflict of laws rule or principles that might refer such construction to the laws of another jurisdiction).

36. Entire Agreement.

36.1. This MSA, together with each Service Schedule and SOW and all schedules attachments and exhibits hereto and thereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, negotiations, undertakings, and discussions, whether oral or written, are superseded by this MSA and there are no

warranties, representations, or covenants between the Parties in connection with this MSA, except as specifically set forth or referred to in this MSA.

36.2. Each Party acknowledges that it has not been induced to enter into this MSA or any Service Schedule by any representations, warranties or covenants not expressly stated herein or therein.

36.3. The Parties agree that any terms or conditions set forth in a purchase order, acknowledgement or any other document or response issued by Customer shall not apply to this MSA or any Service Schedule or SOW shall be deemed automatically rejected by Versaterm without need of any further or additional notice of rejection and void and of no effect.

37. Consultants and Agents.

Customer shall ensure that its employees, consultants, contractors and agents comply with the terms and conditions of this MSA and any Service Schedule or SOW to the extent that such Persons are entitled or obligated under the terms hereof or thereof to exercise any rights or perform any obligations hereunder or thereunder. Customer shall be responsible for the actions of all such employees, consultants, contractors and agents.

38. Publicity/Press Releases.

Versaterm may reference the existence of this MSA and the business relationship between the Parties for the purposes of: (a) issuing press releases to announce the beginning or continuation, as applicable, of the business relationship between the Parties; or (b) referencing Customer as a customer of Versaterm including in Versaterm's customer list and other marketing materials.

39. Counterparts.

This MSA, any Service Schedule and any SOW or part thereof or attachment thereto may be executed in any number of counterparts and by exchange of signature pages by electronic mail or by any other electronic means. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement. The execution of this MSA, any Service Schedule or SOW by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the parties hereto. Such electronic signatures may be used by the parties in lieu of the original signature page[s] of this MSA, any Service Schedule or SOW for any and all purposes.

40. United Nations.

Pursuant to Article 6 of the United Nations convention on contracts for the International Sale of Goods ("UN Convention"), the Parties agree that the UN Convention shall not apply to this MSA.

41. Extending pricing

Subject to Versaterm’s discretion, Customer may extend pricing, terms and conditions of this Agreement to other governmental entities that have signed an intergovernmental agreement with the Customer to be system users.

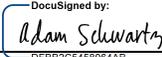
42. Language

The Parties have expressly required that this MSA and all documents and notices relating hereto be drafted in English.

Agreed to and on behalf of:

Versaterm Public Safety US, Inc.:

Monterey County Sheriff's Office (CA):

By: 
(Signature)

By: _____
(Signature)

Name: Adam Schwartz
(Printed Name)

Name: _____
(Printed Name)

Title: CRO

Title: _____

Date: Sep 29, 2025 | 10:46 AM PDT

Date: _____

Versaterm Public Safety US, Inc.

(referred to hereafter as “Versaterm”)

1 North MacDonald, Suite 500
 Mesa, Arizona USA
 85201

Email address for notices:

legal@versaterm.com

SERVICE SCHEDULE

Monterey County Sheriff's Office (CA) 1414 Natividad Rd, Salinas, CA 93906, United States CurtrightAC@countyofmonterey.gov (referred to hereafter as “Customer”)	Invoices shall be sent to 1414 Natividad Rd, Salinas, CA 93906, United States Attention: Monterey County Sheriff's Office (CA) Email: 230-SOFiscal@countyofmonterey.gov Is a purchase order required? No
Initial Subscription Term: 12 months commencing upon Provisioning	

Item	Quantity	Price per Unit	Discount	Net Total
IAPro NextGen HR Integration Process Off-site development and deployment	1	\$5,000.00		\$5,000.00
BlueTeam front-line users training	1	\$1,500.00		\$1,500.00
On-site Training cost per day	1	\$2,050.00		\$2,050.00
Advanced Training cost per day	1	\$1,500.00		\$1,500.00

IPro NextGen, License Subscription (On-Prem)	1	\$11,000.00		\$11,000.00
BlueTeam NextGen, License Subscription (On-Prem)	1	\$11,000.00		\$11,000.00

Total Year 1:	\$32,050.00
Total Year 2:	\$22,880.00
Total Year 3:	\$23,795.20
Total for 3 Years	\$78,725.20

The amounts indicated above are exclusive of sales taxes

INVOICING

Versaterm shall invoice the Customer for the above Subscription Fees for the Subscription Services at the beginning of the Initial Subscription Term and annually on each anniversary date for the duration of the Subscription Term.

INVOICING TERMS FOR PROFESSIONAL SERVICES FEES

If Professional Services are under \$100,000 Professional Services Fees shall be invoiced upon the earliest of RFU or 4 months provisioning. If Professional Services are more than \$100,000, they will be invoiced 25% at Provisioning and 75% at earliest of RFU or 4 months from Provisioning

Other :

If Professional Services are for a cloud-migration or adding additional license Professional Services Fees shall be invoiced upon Provisioning

SPECIFIC SUBSCRIPTION SERVICES/SERVICES

The following terms apply to the software and service(s) identified above.

A. CI- TECH

1. General Information

- A. Customers shall contact Versaterm as its decided 24-hour hour 1-800 number, or if it is a low-priority issue, by e-mail.
- B. Versaterm will typically be available after working hours if a high-priority problem is pending. Versaterm responds to emails and phone calls between 8:30 a.m. and 5:30 p.m. EST from Monday to Friday, excluding the statutory holidays observed in the state of New Hampshire and weekends (“Business Hours”).

2. General Response Time

- A. Unless otherwise indicated in section 2, provided that call or email is received during Business Hours, Versaterm attempts to respond as follows:
 - within two hours for medium and high priority calls.
 - within (24) twenty-four hours calls or e-mails related to training or usage issues within 24 hours.

3. Problem reporting and resolution procedures:

- A. The following escalation procedures will be employed to ensure an appropriate response to any service interruption to minimize downtime—Versaterm normally problems quickly during Business Hours.
- B. When a problem is encountered during regular business hours, Customer must follow following the steps:

Step 1

Customer users should first contact its IAPro designated coordinator. This is the individual most familiar with either IAPro or IT areas. The IAPro designated coordinator will attempt to correct the problems. The IAPro designated coordinator will verify network connects, resolve printer problems, and any desktop issues associated with using IAPro.

Customer users may also call Versaterm dedicated product group directly, however, it’s recommended the IAPro designated coordinator be included in problem resolution.

Step 2

If the problem requires assistance from Versaterm, the IAPro designated coordinator may contact Versaterm through e-mail or phone. Versaterm resources will work with the Customer to diagnose the problem. After investigating the issue, Versaterm and the Customer will jointly categorize the problem into:

Type of Problem	Ownership
Server Hardware Problem	Customer IT
Desktop Hardware Problem	Customer IT
Network Communication	Customer IT
Isolated Workstation Issue	Customer IT
Database Performance/storage	Versaterm
Application or software related	Versaterm

4. Problem Definition and Priority:

The following table provides a list of the types of problems that can be experienced:

Description of Problem	Category	Priority
All services unavailable: (Customer Wide) The system is unavailable. Cases cannot be processed.	Showstopper	High
Efficiency/Performance/Throughput: System is functional but does not match the performance criteria.	Showstopper	High
System not performing as specified: Functions are not executing correctly and are stopping cases from being processed. No workaround available.	Showstopper	High
User Error:	Training Issue/Questions	Low

<p>Problem reported by user that was a result of user error or misunderstanding.</p> <p>Isolated workstation failure.</p>		
<p>Enhancement:</p> <p>System does not perform the required functionality. Functionality was not within requirements.</p>	<p>Enhancement</p> <p>- These will be added to the enhancement list and addressed with Versaterm as needed.</p>	<p>Low</p>
<p>System not performing as specified (workaround available). An error is experienced but the problem can be worked around.</p>	<p>Workaround Available</p> <p>Complex workaround</p> <p>Decrease system's efficiency/performance/throughput</p> <p>Decreases user/department's efficiency in completing tasks</p>	<p>Medium</p>
	<p>Workaround available</p> <p>Easy to implement workaround.</p> <p>No impact on system performance</p> <p>No impact on user/department's efficiency</p>	<p>Low</p>

5. Support Restore Requirements

The following table provides a guideline for restoration times in case of a problem:

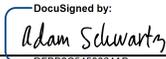
Priority	Restore Time
High	<p>Response within 2 hours of contact.</p> <p>Resolution within 6 hours from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail.</p> <p>If feasible, Versaterm will provide after-hours support into the evening or during early morning hours.</p>
Med	<p>Resolution within 2 business days from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail to the entire list.</p>

Low	No resolution time designated. Added to enhancement list or addressed through updates to user documentation.
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This "Service Schedule" is entered into as of the date of the last signature set forth on the signature page hereto (the "Effective Date"), by and between Versaterm Public Safety US, Inc. and Customer. The Service Schedule and its schedules (if applicable) are incorporated into that certain Master Software and Services Agreement between Customer and Versaterm ("MSA"). The terms and conditions that are specific to this Service Schedule are set forth herein. In the event of a conflict between the provisions of this Service Schedule and the Master Agreement, the provisions of Section 2 a) of the MSA shall control such conflict. Each person signing this Service Schedule has the full authority to execute this Service Schedule.

Versaterm Public Safety US, Inc.:

Monterey County Sheriff's Office (CA):

By: 

(Signature)

By: _____
(Signature)

Name: Adam Schwartz

(Printed Name)

Name: _____
(Printed Name)

Title: CRO

Title: _____

Date: Sep 29, 2025 | 10:46 AM PDT

Date: _____

Schedule A Statement of Work

Overview of IAPro and BlueTeam Implementation

Phase 1 - Installation

Versaterm will work with Customer's IT person(s) to get IAPro and BlueTeam installed for production use, as well as a separate "training version" of both for training use. Part of the installation process will be the pre-loading of officer/employee data. A template will be provided for this data. Once the template of employee preload data has been completed, a script will be prepared to upload the data into the IAPro database.

If the department meets the system requirements and the customer has availability, this process can usually be scheduled and completed within 2-3 weeks.

Phase 2 - Configuration

Once installation has been completed, the Versaterm project coordinator will schedule one session of two to three hours to configure all systems. This usually can be accomplished with one or two sessions within 2 weeks' time.

Phase 3: Training

Training can be accomplished in many ways, either online or onsite. Normally, training is provided with one session. The training will normally be 3 days onsite, providing basic IAPro training and BlueTeam (if purchased) train-the-trainer sessions. The second follow-up training visit of 1-2 days, if applicable, will cover the more advanced features of IAPro and reporting. If the customer does not purchase the additional two days of onsite training, then the advanced training will be done using online sessions. Training can usually occur within 6-8 weeks after configuration and sometimes sooner based on trainer availability.

Phase 4: Follow-up

After training has been completed, the customer can opt for pre-scheduled follow-up sessions with the project coordinator, or the project coordinator will just reach out occasionally to offer assistance and troubleshoot any issues. Follow-up will continue until the customer feels comfortable with both applications.

Support: In addition to the follow-up sessions, Versaterm maintains a support site with manuals and training videos, a help desk and conducts weekly webinars to provide additional training if needed.

Important Project Notes

- All installation items will need to be completed prior to our trainer's arrival.
- A computer-equipped training room is the preferred facility to train in; with each trainee having their own training computer.
- The trainer will also require an LCD Projector or large TV monitor for use each day in the training room.
- The trainer and the Professional Standards staff will need access to your IAPro and BlueTeam (if purchased) production databases during the training session.



County of Monterey

Item No.29

Board Report

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

Legistar File Number: RES 25-140

October 14, 2025

Introduced: 9/17/2025

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Resolution

- a. Authorize the Department of Emergency Management to receive an award and execute Memorandum of Understanding (MOU) form the City and County of San Francisco to receive FY2023 Urban Areas Security Initiative (UASI) Grant Funds; and
- b. Approve and authorize the Monterey County Department of Emergency Management to execute a Memorandum of Understanding with the City and County of San Francisco accepting a grant award of \$20,000 for procurement of City of King Emergency Operations Center equipment and implement Fiscal Year 2023 Urban Areas Security Initiative grant funds for the grant performance period of August 25, 2025 through December 31, 2025; and
- c. Authorize the Director of Emergency Management, or designee, to carry out all grant-related activities, including submission of reimbursement requests; and
- d. Authorize and direct the Auditor-Controller to amend the Department of Emergency Managements Fiscal Year 2025-2026 Adopted Budget 001-1040-8588-DEM001 by \$20,000 funded by City and County of San Francisco to receive FY2023 UASI Grant Funds (4/5ths vote required)

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize the Department of Emergency Management to receive an award and execute Memorandum of Understanding (MOU) form the City and County of San Francisco to receive FY2023 Urban Areas Security Initiative (UASI) Grant Funds; and
- b. Approve and authorize the Monterey County Department of Emergency Management to execute a Memorandum of Understanding with the City and County of San Francisco accepting a grant award of \$20,000 for procurement of City of King Emergency Operations Center equipment and implement Fiscal Year 2023 Urban Areas Security Initiative grant funds for the grant performance period of August 25, 2025 through December 31, 2025; and
- c. Authorize the Director of Emergency Management, or designee, to carry out all grant-related activities, including submission of reimbursement requests; and
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SUMMARY:

The City and County of San Francisco, acting as the fiscal agent for the Bay Area Urban Areas Security Initiative (UASI), has awarded \$20,000 in Fiscal Year 2023 UASI grant funding to the Monterey County Department of Emergency Management. The funds will be used to purchase one generator for the King City government buildings, two smartboards for the Emergency Operations Center, and first aid kits with any remaining funds in accordance with Homeland Security Grant Program guidelines and the approved regional investment plan. Execution of the Memorandum of Understanding (MOU) is required in order for the County to access and expend the allocation.

DISCUSSION:

The City and County of San Francisco, serving as the fiscal agent for the Bay Area Urban Areas Security Initiative (UASI), has allocated \$20,000 in Fiscal Year 2023 UASI grant funding to the Monterey County Department of Emergency Management. The requested items include one generator to serve the Police Station EOC and City Hall, two smartboards for use within the EOC, and, if funds remain, first aid kits. These items were determined through a review of current EOC needs and priorities, with input from city staff and public safety officials, to ensure the equipment directly strengthens emergency response, coordination, and community safety. . Execution of the Memorandum of Understanding (MOU) (Attachment B) is required for the County to access and expend the allocated grant funds.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

City and County of San Francisco (fiscal agent for UASI), California Governor’s Office of Emergency Services (Cal OES), and the Bay Area Urban Areas Security Initiative Approval Authority at their October 27, 2025, meeting, the Budget Committee supported the recommendations.

FINANCING:

The Department of Emergency Management is requesting to increase appropriations and estimated revenues of \$20,000 for the Department of Emergency Management’s Budget Unit 001-1040-DEM001-8588 Adopted Budget. The Grant reimburses funds for eligible activity and does not require a local match.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This action supports the Board’s Strategic Plan Goal of Safe and Resilient Communities by enhancing emergency management capabilities in the Monterey County Operational Area and strengthening regional preparedness.

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

Administrative [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]

Link to the Strategic Plan:

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

Prepared by: April Rodriguez, Management Analyst II, x1923

Approved by: Kelsey Scanlon, Director of Emergency Management, x1902

Approved by: Nick Chiulos, Assistant County Administrative Officer, x5145

Attachments:

Attachment A: Resolution

Attachment B: FY23 UASI MOU



County of Monterey

Item No.24

Board Report

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

Legistar File Number: RES 25-140

October 14, 2025

Introduced: 9/17/2025

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Resolution

- a. Authorize the Department of Emergency Management to receive an award and execute Memorandum of Understanding (MOU) form the City and County of San Francisco to receive FY2023 Urban Areas Security Initiative (UASI) Grant Funds; and
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RECOMMENDATION:

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FINANCING:

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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This action supports the Board's Strategic Plan Goal of Safe and Resilient Communities by enhancing emergency management capabilities in the Monterey County Operational Area and strengthening regional preparedness.

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

Administrative [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]

Link to the Strategic Plan:

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

Prepared by: April Rodriguez, Management Analyst II, x1923
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Nick Chiulos, Assistant County Administrative Officer, x5145

Attachments:

- Attachment A: Resolution
- Attachment B: FY23 UASI MOU

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

Resolution No.

Adopt a Resolution to:

- a. Authorize the Department of Emergency Management)
to receive an award and execute Memorandum of)
Understanding (MOU) form the City and County of San)
Francisco to receive FY2023 Urban Areas Security)
Initiative (UASI) Grant Funds; and)
- b. Approve and authorize the Monterey County)
Department of Emergency Management to execute a)
Memorandum of Understanding with the City and County)
of San Francisco accepting a grant award of \$20,000 for)
procurement of City of King Emergency Operations)
Center equipment and implement Fiscal Year 2023 Urban)
Areas Security Initiative grant funds for the grant)
performance period of August 25, 2025 through December)
31, 2025; and)
- c. Authorize the Director of Emergency Management, or)
designee, to carry out all grant-related activities, including)
submission of reimbursement requests; and)
- d. Authorize and direct the Auditor-Controller to amend)
the Department of Emergency Managements Fiscal Year)
2025-2026 Adopted Budget 001-1040-8588-DEM001 by)
\$20,000 funded by City and County of San Francisco to)
receive FY2023 UASI Grant Funds (4/5ths vote required)

RECITALS:

WHEREAS, the Urban Areas Security Initiative (UASI) is a federal grant program administered by the Federal Emergency Management Agency (FEMA) that provides funding to enhance the ability of high-risk urban areas to prevent, protect against, respond to, and recover from acts of terrorism and other catastrophic incidents; and

WHEREAS, the City and County of San Francisco, serving as fiscal agent for the Bay Area UASI Approval Authority, has allocated Twenty Thousand Dollars (\$20,000) in Fiscal Year 2023 UASI grant funds to the Monterey County Department of Emergency Management, pursuant to a Memorandum of Understanding executed on August 25, 2025; and

WHEREAS, these grant funds are to be used for eligible equipment, training, planning, and coordination activities designed to improve communication, interoperability, and resilience in Monterey County and its partner jurisdictions; and

WHEREAS, the Department of Emergency Management must have designated officials authorized to execute grant applications, reimbursement requests, agreements, and all other documents necessary to implement and administer the UASI award; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors in and for the

County of Monterey as follows:

- a. Authorize the Department of Emergency Management to receive an award and execute Memorandum of Understanding (MOU) form the City and County of San Francisco to receive FY2023 Urban Areas Security Initiative (UASI) Grant Funds; and
- b. Approve and authorize the Monterey County Department of Emergency Management to execute a Memorandum of Understanding with the City and County of San Francisco accepting a grant award of \$20,000 for procurement of City of King Emergency Operations Center equipment and implement Fiscal Year 2023 Urban Areas Security Initiative grant funds for the grant performance period of August 25, 2025 through December 31, 2025; and
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PASSED AND ADOPTED on this 14th day of October 2025, 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 _____

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

Resolution No.

Adopt a Resolution to:

- a. Authorize the Department of Emergency Management)
to receive an award and execute Memorandum of)
Understanding (MOU) form the City and County of San)
Francisco to receive FY2023 Urban Areas Security)
Initiative (UASI) Grant Funds; and)
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Areas Security Initiative grant funds for the grant)
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- d. Authorize and direct the Auditor-Controller to amend)
the Department of Emergency Managements Fiscal Year)
2025-2026 Adopted Budget 001-1040-8588-DEM001 by)
\$20,000 funded by City and County of San Francisco to)
receive FY2023 UASI Grant Funds (4/5ths vote required)

RECITALS:

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WHEREAS, the City and County of San Francisco, serving as fiscal agent for the Bay Area UASI Approval Authority, has allocated Twenty Thousand Dollars (\$20,000) in Fiscal Year 2023 UASI grant funds to the Monterey County Department of Emergency Management, pursuant to a Memorandum of Understanding executed on August 25, 2025; and

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WHEREAS, the Department of Emergency Management must have designated officials authorized to execute grant applications, reimbursement requests, agreements, and all other documents necessary to implement and administer the UASI award; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors in and for the County of Monterey as follows:

- a. Authorize the Department of Emergency Management to receive an award and execute Memorandum of Understanding (MOU) form the City and County of San Francisco to receive FY2023 Urban Areas Security Initiative (UASI) Grant Funds; and
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PASSED AND ADOPTED on this 14th day of October 2025, 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 _____

**AGREEMENT BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND THE MONTEREY COUNTY DEPARTMENT OF EMERGENCY
MANAGEMENT FOR THE DISTRIBUTION OF FY 2023 UASI GRANT FUNDS**

THIS AGREEMENT is made this **AUGUST 25, 2025** in the City and County of San Francisco, State of California, by and between the **MONTEREY COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT** (“SUBRECIPIENT”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“San Francisco” or “City”), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Francisco Department of Emergency Management (“DEM”).

RECITALS

WHEREAS, The United States Department of Homeland Security (“DHS”) consolidated the separate San Jose, Oakland, and San Francisco Urban Areas into a combined Bay Area Urban Area (“UASI Region”) for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative (“UASI”) program grant funds; and

WHEREAS, The Bay Area Urban Area Approval Authority (“Approval Authority”) was established as the Urban Area Working Group (“UAWG”) for the UASI Region, to provide overall governance of the homeland security grant program across the UASI Region, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The UASI General Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Francisco has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services (“Cal OES”) to the UASI Region, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Francisco has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the UASI Region; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Francisco to distribute a portion of the regional UASI grant funds to SUBRECIPIENT on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Specific Terms.** Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Authorized Expenditures**” shall mean expenditures for those purposes identified and budgeted in Appendix A, attached hereto and incorporated by reference as though fully set forth herein.

(c) “**Event of Default**” shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SUBRECIPIENT (Unique Entity ID: JKHSNNJ5H3Y5) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2023-0042, Cal OES ID No. 075-95017, CFDA No. 97.067, per Cal OES award notice dated October 18, 2023

(f) “**Grant Plan**” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in Appendix A and the WebGrants system. If SUBRECIPIENT requests any modification to the Grant Plan, SUBRECIPIENT shall submit a written request to the UASI General Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) “**Indemnified Parties**” shall mean: (i) San Francisco, including all commissions, departments including DEM, agencies, and other subdivisions of San Francisco; (ii) San Francisco’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “**Reimbursement Request**” shall have the meaning set forth in Section 3.10(a).

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “subgrantee,” “successor” or “assign” herein refers only to a subcontractor, subgrantee, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN FRANCISCO'S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Francisco Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SUBRECIPIENT acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, SUBRECIPIENT acknowledges and agrees that the City shall have no obligation to disburse grant funds to SUBRECIPIENT until City and SUBRECIPIENT have fully and finally executed this Agreement. SUBRECIPIENT acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Francisco Controller. In addition, as set forth in Section 21.19 of the San Francisco Administrative Code:

(a) San Francisco's obligations hereunder shall not at any time exceed the amount approved in the grant award and/or by the Approval Authority, and certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by San Francisco ordinances governing emergency conditions, San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to request SUBRECIPIENT to perform services or to provide materials, equipment and supplies that would result in SUBRECIPIENT performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement, unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. San Francisco is not required to pay SUBRECIPIENT for services, materials, equipment or supplies that are provided by SUBRECIPIENT that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by San Francisco.

(c) San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to offer or promise to SUBRECIPIENT additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. San Francisco is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement that requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3 PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **AUGUST 25, 2025** and shall end at 11:59 p.m. San Francisco time on **DECEMBER 31, 2025**.

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **\$20,000 (TWENTY THOUSAND DOLLARS)**. The City will not automatically transfer Grant Funds to SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SUBRECIPIENT.

3.3 **Use of Funds.**

(a) **General Requirements.** SUBRECIPIENT shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SUBRECIPIENT shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SUBRECIPIENT shall not permit any federal employee to receive Grant Funds.

(b) **Modification of Grant Plan.** Under Sections 1.1(f) and 10.2 of this Agreement, SUBRECIPIENT may submit a written request to modify the Grant Plan. SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until (1) the General Manager or designee has provided written approval for the request and (2) the parties have finally executed a modification of this Agreement under Section 10.2, to reflect the modified Grant Plan. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the General Manager, SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) **No Supplanting.** SUBRECIPIENT shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. SUBRECIPIENT must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SUBRECIPIENT shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. SUBRECIPIENT shall require all subgrantees, contractors and other entities receiving Grant Funds through or from SUBRECIPIENT to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, SUBRECIPIENT shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SUBRECIPIENT shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or from SUBRECIPIENT comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) SUBRECIPIENT shall promptly comply with all standards, specifications and formats of San Francisco and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SUBRECIPIENT shall cooperate in good faith with San Francisco and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Francisco or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SUBRECIPIENT shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic and Financial Management Requirements.** SUBRECIPIENT shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SUBRECIPIENT comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

(a) Administrative Requirements:

1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

(b) Cost Principles:

1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations.*

(c) Audit Requirements:

1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 **Technology Requirements.**

(a) National Information Exchange Model ("NIEM"). SUBRECIPIENT shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SUBRECIPIENT is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SUBRECIPIENT is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 **Procurement Requirements.**

(a) General Requirements. SUBRECIPIENT shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Specific Purchases. If SUBRECIPIENT is using Grant Funds to purchase interoperable communication equipment, SUBRECIPIENT shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SUBRECIPIENT is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SUBRECIPIENT shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond requirement. SUBRECIPIENT shall obtain a performance bond for any equipment items over \$250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

3.8 **Subgrantee and Contractor Requirements.**

(a) SUBRECIPIENT shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SUBRECIPIENT shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. SUBRECIPIENT shall maintain documentary proof of this verification in its files. SUBRECIPIENT shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. SUBRECIPIENT shall also establish procedures to provide for

effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SUBRECIPIENT shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SUBRECIPIENT shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.9 **Monitoring Grant Performance.**

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SUBRECIPIENT's performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SUBRECIPIENT is responsible for monitoring and auditing the grant activities of any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by SUBRECIPIENT, the City shall place a hold on all Reimbursement Requests from SUBRECIPIENT until the findings are resolved.

3.10 **Disbursement Procedures.** San Francisco shall disburse Grant Funds to SUBRECIPIENT as follows:

(a) SUBRECIPIENT shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for SUBRECIPIENT regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will

return to SUBRECIPIENT any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(c) The UASI Management Team will submit any Reimbursement Request that is approved by the UASI Management Team to DEM. City through DEM shall review the Reimbursement Request for compliance with this Agreement and all applicable guidelines and requirements. City shall return to the UASI Management Team any Reimbursement Request that is not approved by City, with a brief explanation of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SUBRECIPIENT submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team and to City.

(e) If SUBRECIPIENT is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SUBRECIPIENT has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance.** SUBRECIPIENT agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SUBRECIPIENT shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to SUBRECIPIENT hereunder or under any other Agreement with SUBRECIPIENT. Any such offset with respect to a portion of the disallowed amount shall not release SUBRECIPIENT from SUBRECIPIENT's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SUBRECIPIENT acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SUBRECIPIENT acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SUBRECIPIENT shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SUBRECIPIENT shall notify the UASI Management Team of any project that may require an EHP review. SUBRECIPIENT agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SUBRECIPIENT shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SUBRECIPIENT may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, SUBRECIPIENT shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are

discovered, SUBRECIPIENT shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SUBRECIPIENT is using Grant Funds for a communication tower project, SUBRECIPIENT shall complete its Federal Communication Commission (“FCC”) EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that SUBRECIPIENT initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SUBRECIPIENT to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA’s and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts.** SUBRECIPIENT shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License.** SUBRECIPIENT understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SUBRECIPIENT purchases or acquires using Grant Funds. SUBRECIPIENT shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements.** SUBRECIPIENT shall ensure that all publications created or developed under this Agreement prominently contain the following statement: “This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security.”

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** SUBRECIPIENT shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team or by City, in form and substance satisfactory to the UASI Management Team or City. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** SUBRECIPIENT shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SUBRECIPIENT to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records.** SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SUBRECIPIENT shall make available to the UASI Management Team and to City, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SUBRECIPIENT under Section 4.3, and allow access and the right to examine those items. SUBRECIPIENT shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SUBRECIPIENT has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. SUBRECIPIENT shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$750,000 or more, SUBRECIPIENT shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SUBRECIPIENT shall submit its audit report to the UASI Management Team no later than six months after the end of SUBRECIPIENT's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

SUBRECIPIENT represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by SUBRECIPIENT to the UASI Management Team or to City in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, SUBRECIPIENT certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SUBRECIPIENT is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) SUBRECIPIENT complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SUBRECIPIENT complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SUBRECIPIENT is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SUBRECIPIENT acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SUBRECIPIENT must meet National Incident Management System ("NIMS") compliance requirements, and report full NIMS compliance via the National Incident Management System Capability Assessment Support Tool ("NIMSCAST"). By executing this Agreement, SUBRECIPIENT certifies that it is in full NIMS compliance, and that it has reported that compliance via the NIMSCAST. SUBRECIPIENT shall provide documentation of its NIMS compliance to the UASI Management Team. SUBRECIPIENT acknowledges that this certification is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** SUBRECIPIENT shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SUBRECIPIENT's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement SUBRECIPIENT; (b) a material breach of any representation or warranty of SUBRECIPIENT contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SUBRECIPIENT, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SUBRECIPIENT by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SUBRECIPIENT is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SUBRECIPIENT or its employees, subgrantees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco's costs of investigating any claims against San Francisco.

6.2 **Duty to Defend; Notice of Loss.** SUBRECIPIENT acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SUBRECIPIENT by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SUBRECIPIENT prompt notice of any Loss under Section 6.1 and SUBRECIPIENT shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SUBRECIPIENT if representation of such

Indemnified Party by the counsel retained by SUBRECIPIENT would be inappropriate due to conflicts of interest between such Indemnified Party and SUBRECIPIENT. An Indemnified Party's failure to notify SUBRECIPIENT promptly of any Loss shall not relieve SUBRECIPIENT of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SUBRECIPIENT's ability to defend such Loss. SUBRECIPIENT shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SUBRECIPIENT contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SUBRECIPIENT's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN FRANCISCO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** SUBRECIPIENT fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SUBRECIPIENT as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** SUBRECIPIENT fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SUBRECIPIENT (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SUBRECIPIENT or of any substantial part of SUBRECIPIENT's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SUBRECIPIENT, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian,

receiver, trustee or other officer with similar powers with respect to SUBRECIPIENT or with respect to any substantial part of SUBRECIPIENT's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SUBRECIPIENT.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to SUBRECIPIENT and, on the date specified in such notice, this Agreement shall terminate and all rights of SUBRECIPIENT hereunder shall be extinguished. In the event of such termination, City will pay SUBRECIPIENT for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SUBRECIPIENT has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SUBRECIPIENT after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SUBRECIPIENT in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SUBRECIPIENT written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SUBRECIPIENT shall commence and perform, with diligence, all actions necessary on the part of SUBRECIPIENT to effect the termination of this Agreement on the date specified by City and to minimize the liability of SUBRECIPIENT and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SUBRECIPIENT shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SUBRECIPIENT if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SUBRECIPIENT or any of its contractors or subgrantees after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8 ASSIGNMENTS

8.1 **No Assignment by SUBRECIPIENT.** SUBRECIPIENT shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SUBRECIPIENT hereunder without the prior written consent of the UASI Management Team; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SUBRECIPIENT involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SUBRECIPIENT or a sale or transfer of substantially all of the assets of SUBRECIPIENT shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SUBRECIPIENT Retains Responsibility.** SUBRECIPIENT shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via e-mail:

If to San Francisco:

San Francisco Department of Emergency Management
City Hall - 1 Dr Carlton B Goodlett Pl, Room 344
San Francisco, CA 94102
Attn: Mary Ellen Carroll, Executive Director
maryellen.carroll@sfgov.org

If to the UASI Management Team:

UASI Management Team
1663 Mission Street, Suite #320
San Francisco, CA 94103
Attn: Mikyung Kim-Molina, Interim General Manager
mikyung.kim-molina@sfgov.org

If to SUBRECIPIENT:

County of Monterey, Department of Emergency Management
1322 Natividad Road
Salinas, CA 93906
Attn: Kelsey Scanlon, Director of Emergency Management
EMAIL: ScanlonK@countyofmonterey.gov

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

**ARTICLE 10
MISCELLANEOUS**

10.1 **No Waiver.** No waiver by San Francisco of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Francisco to take action on account of such default if such default persists or is repeated. No express waiver by San Francisco shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Francisco of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team or San Francisco of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the General Manager or designee may establish alternate procedures for modification of the Appendix A and the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

10.4 **SUBRECIPIENT to Pay All Taxes.** SUBRECIPIENT shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, Authorized Expenditures and Timelines
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Francisco, SUBRECIPIENT shall deliver to San Francisco a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SUBRECIPIENT.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of SUBRECIPIENT and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, SUBRECIPIENT agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of “Federal awards” includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SUBRECIPIENT must provide the following information on SUBRECIPIENT letterhead within 30 days of receipt of this Agreement.

1. Subawards greater than \$25,000:
 - a) Name of entity receiving award;
 - b) Amount of award;
 - c) Funding agency;

- d) The Catalog of Federal Domestic Assistance program number;
- e) Award title (descriptive of the purpose of the funding action);
- f) Location of the entity and primary location of performance including city, state, and Congressional district;
- g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
- h) Total compensation and names of top five executives (same thresholds as for prime recipients).

2. The Total compensation and names of the top five executives if:

- a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
- b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

(a) Subject to reasonable terms and conditions, SUBRECIPIENT agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, SUBRECIPIENT agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

(c) SUBRECIPIENT agrees to provide input towards the development of the regional Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) as requested by UASI.

(d) SUBRECIPIENT agrees to complete the 2023 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment.

(e) SUBRECIPIENT agrees to provide a preference for the purchase of goods, products or materials produced in the United States in accordance with 2 CFR Part 200, Section 322.

**ARTICLE 11
INSURANCE**

11.1 **Types and Amounts of Coverage.** Without limiting SUBRECIPIENT’s liability pursuant to Article 6 of this Agreement, SUBRECIPIENT shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT by virtue of the payment of any loss. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SUBRECIPIENT, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SUBRECIPIENT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SUBRECIPIENT shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SUBRECIPIENT hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor or subgrantee will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the SUBRECIPIENT as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SUBRECIPIENT from self-insuring all or part of the insurance requirement in this Article. However, SUBRECIPIENT shall provide proof of self-insurance, in a form acceptable to San Francisco, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee, San Francisco employee working with SUBRECIPIENT or any subgrantee of SUBRECIPIENT, applicant for employment with SUBRECIPIENT or subgrantee of SUBRECIPIENT, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SUBRECIPIENT acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SUBRECIPIENT agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA.** SUBRECIPIENT acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SUBRECIPIENT shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12G, SUBRECIPIENT may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. SUBRECIPIENT agrees to comply with San Francisco Administrative Code Chapter 12G and any implementing rules and regulations promulgated by San Francisco's Controller. The terms and provisions of Chapter 12G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, San Francisco may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit SUBRECIPIENT from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider SUBRECIPIENT's use of profit as a violation of this section.

12.5 **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY AND COUNTY OF SAN FRANCISCO:

MONTEREY COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

SAN FRANCISCO DEPARTMENT OF EMERGENCY MANAGEMENT

By:

By:

MIKYUNG KIM-MOLINA
INTERIM GENERAL MANAGER, BAY AREA
UASI ON BEHALF OF
MARY ELLEN CARROLL
EXECUTIVE DIRECTOR, SAN FRANCISCO
DEPARTMENT OF EMERGENCY
MANAGEMENT

KELSEY SCANLON
DIRECTOR OF EMERGENCY MANAGEMENT

Federal Tax ID #: 94-6000524

Approved as to Form:

David Chiu
City Attorney

By: _____
LAUREN CURRY
DEPUTY CITY ATTORNEY

Attachments:

- Appendix A- Authorized Expenditures and Timelines
- Appendix B- Grant Assurances
- Appendix C- Form of Reimbursement Request

Appendix A — Authorized Expenditures and Timelines

ENTITY: **Monterey County Department of Emergency Management**

Total allocation to be spent on the following solution areas:

<u>Webgrants Grants Number</u>	<u>Program Description</u>	<u>Due Dates</u>	<u>Solution Areas</u>	<u>Amount</u>
<i>Project Title: LR2CR Equipment Subgrant</i>				
26947	Funds to purchase equipment Citizen Corps	Project Completion date: 12/31/2025	<u>Equipment</u> AEL# (AEL# 21GN-00- CCEQ)	PROJECT NOT TO EXCEED \$20,000
		TOTAL ALLOCATION		TOTAL NOT TO EXCEED: <u>\$20,000</u>

EQUIPMENT

Reimbursement for Equipment Requires:

- An approved EHP memo, if applicable.
- A performance bond is required for any equipment item that exceeds \$250,000, or for any vehicle, aircraft, or watercraft, regardless of the cost. Failure to obtain and submit a performance bond to the UASI may result in disallowance of cost.
- As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, including when competitive solicitations result in only one bid for contract more than \$250,000, SUBRECIPIENT

must transmit the request to the UASI for request to the State and approval must be obtained by the State prior to making the purchase. Please note that sole source requirements from the State may be stricter than your local sole source policy.

- Prior to reimbursement, SUBRECIPIENT must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
- SUBRECIPIENT must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

TRAINING

Reimbursement for Training Requires:

- An approved EHP memo, if applicable.
- Training course expenses may include backfill/overtime, travel, tuition, per diem or other grant eligible expenses. Grant eligible training expenses are published in the FY 2025 Homeland Security Grant Program Guidance.
- As allowable under Federal guidelines, procurement of training must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, including when competitive solicitations result in only one bid- regardless of the contract amount, SUBRECIPIENT must transmit the request to the UASI for request to the State and approval must be obtained by the State prior to making the purchase.. Please note that sole source requirements from the State may be stricter than your local sole source policy.
- When seeking reimbursement for grant eligible training expenses, SUBRECIPIENT must submit completed ledger page indicating course title, feedback number from the State, sub category (e.g., OT, BF, Course Development).
- Provide registration receipts and agendas.
- Provide copies of sign in sheets (must have supervisor's signature).

-
- **All requests for reimbursements must be submitted within 30 days of project completion unless an earlier deadline is set in this Appendix. SUBRECIPIENT should submit reimbursement requests on a quarterly basis, as applicable.**
 - **Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:**
 - *FY 2023 Homeland Security Grant Program Notice of Funding Opportunity:*
<https://www.fema.gov/grants/preparedness/homeland-security/fy-23-nofo>
 - *California Supplement to the Federal Funding Opportunity Announcement*, dated October 2023, available at <https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY2023-HSGP-State-Supplement.pdf> as “FY 2023 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity.”

- Authorized Equipment List: <http://www.fema.gov/authorized-equipment-list>
- Cal OES Rules and Regulations, including the Recipient Handbook: https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/2023_Subrecipient_Handbook.pdf
- **Any equipment purchased under this Agreement must match the UASI 2023 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager.**
- **No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.**
- **Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶3.12.**
- **All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.**

Appendix B-- Grant Assurances

Name of Jurisdiction: COUNTY OF MONTEREY("SUBRECIPIENT")

Name of Authorized Agent: Kelsey Scanlon Title: Director of Emergency Management

Address: 1322 Natividad Rd.

City: Salinas State: CA Zip Code: 93906

Telephone Number: (831) 796-1902

Fax Number: _____

E-Mail Address: ScanlonK@countyofmonterey.gov

As the duly authorized representative of the SUBRECIPIENT, I hereby certify that the SUBRECIPIENT has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to SUBRECIPIENT and any of its subrecipients.

I further acknowledge that the SUBRECIPIENT is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, SUBRECIPIENTs will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate SUBRECIPIENT acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The SUBRECIPIENT hereby agrees to comply with the following:

1. Proof of Authority

The SUBRECIPIENT will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the SUBRECIPIENT and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the SUBRECIPIENT and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) The SUBRECIPIENT is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) The official executing this agreement is authorized by the SUBRECIPIENT.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The SUBRECIPIENT is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the SUBRECIPIENT certifies that:

- (a) 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 an 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.
- (b) 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.
- (c) The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The SUBRECIPIENT will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

Finally, the SUBRECIPIENT agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the SUBRECIPIENT will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The SUBRECIPIENT certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application 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;
- (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 enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the SUBRECIPIENT is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The SUBRECIPIENT will comply with all state and federal statutes relating to non- discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits

- discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
 - (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
 - (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
 - (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
 - (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the SUBRECIPIENT must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) The SUBRECIPIENT will comply with California’s Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
 - (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the SUBRECIPIENT certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The SUBRECIPIENT will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The SUBRECIPIENT shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the SUBRECIPIENT will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The SUBRECIPIENT must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the SUBRECIPIENT will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The SUBRECIPIENT will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The SUBRECIPIENT will establish safeguards to prohibit the SUBRECIPIENT’s employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The SUBRECIPIENT will comply with 31 U.S.C §§ 3729-3733 which provides that SUBRECIPIENT shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The SUBRECIPIENT agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The SUBRECIPIENT also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The SUBRECIPIENT must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The SUBRECIPIENT will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the SUBRECIPIENT or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The SUBRECIPIENT will comply with the following federal labor standards:

- (c) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted

- construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non- profit organizations.

16. Worker's Compensation

The SUBRECIPIENT must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the SUBRECIPIENT will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the SUBRECIPIENT will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The SUBRECIPIENT is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication.

Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The SUBRECIPIENT acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity’s grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The SUBRECIPIENT should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) –
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

21. Acknowledgment of Federal Funding from DHS

The SUBRECIPIENT must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The SUBRECIPIENT must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the SUBRECIPIENT collects PII, the SUBRECIPIENT is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The SUBRECIPIENT may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The SUBRECIPIENT must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the SUBRECIPIENT from shifting costs

that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The SUBRECIPIENT must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The SUBRECIPIENT is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The SUBRECIPIENT must comply with Preference for United States Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the SUBRECIPIENT must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the SUBRECIPIENT receives federal financial assistance awards made under programs that prohibit supplanting by law, the SUBRECIPIENT must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the SUBRECIPIENT is subject to the Bayh-Dole Act, Pub.

L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The SUBRECIPIENT is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the SUBRECIPIENT receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the SUBRECIPIENT must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The SUBRECIPIENT must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The SUBRECIPIENT is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the SUBRECIPIENT's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the SUBRECIPIENT must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The SUBRECIPIENT must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo, and Flags

The SUBRECIPIENT must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the SUBRECIPIENT must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the SUBRECIPIENT and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The SUBRECIPIENT must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. SUBRECIPIENTs receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a “Buy America” preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a “Buy America” preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA’s General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. SUBRECIPIENTs will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, SUBRECIPIENTs will be required to follow the BABAA requirements unless another waiver is requested and approved.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety

The SUBRECIPIENT must comply with the requirements of section 12(c) of Executive Order 14074. The SUBRECIPIENT is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. SUBRECIPIENT recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on SUBRECIPIENT, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the SUBRECIPIENT and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the SUBRECIPIENT may be ineligible for award of any future grants if Cal OES determines that the SUBRECIPIENT: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. SUBRECIPIENTS are bound by DHS Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the SUBRECIPIENT.

SUBRECIPIENT: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____

Date: _____

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Date: _____

UASI Management Team
1663 Mission Street, Suite 320
San Francisco, CA 94102

Re: FY 23 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the "Agreement between the City and County of San Francisco and the Monterey County Department of Emergency Management for the Distribution of FY 2023 UASI Grant Funds" (the "Agreement"), dated August 25, 2025f between the Monterey County Department of Emergency Management ("SUBRECIPIENT") and the City and County of San Francisco, SUBRECIPIENT hereby requests reimbursement as follows:

Total Amount of
Reimbursement
Requested in this
Request: \$ _____

Maximum Amount of
Funds Specified in
Section 3.2 of the
Agreement: \$ _____

Total of All Funds
Disbursed Prior to this
Request: \$ _____

SUBRECIPIENT certifies that:

- (a) The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SUBRECIPIENT for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.
- (b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.

- (c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SUBRECIPIENT is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SUBRECIPIENT certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SUBRECIPIENT is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SUBRECIPIENT to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.
- (d) No Event of Default has occurred and is continuing.
- (e) The undersigned is an officer of SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

Project	Payee	Amount	Description	If final claim for project, check box
				<input type="checkbox"/>

The following are attached as part of this Schedule 1 (Please check items that are applicable):

Planning:

Organization:

Equipment:

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports
- SAM- Date Stamped Exclusion Report
- Noncompetitive Procurement Authorization (NCPA)

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports
- SAM- Date Stamped Exclusion Report
- Noncompetitive Procurement Authorization (NCPA)

- Invoice
- Cleared Check Payment
- Purchase Order
- Packing Slip
- EHP Approval
- EOC Approval
- Watercraft or Aviation
- Performance Bond
- Equipment Ledger (Please submit electronic copy to Grants Specialist)

Training:

Exercise:

- Invoice
- Cleared Check Payment
- Training Feedback Number
- EHP Approval
- Certificates/Proof of Participation
- Sign In Sheet
- Agenda
- SAM- Date Stamped Exclusion Report
- Noncompetitive Procurement Authorization (NCPA) (For all Sole source/Competitive Bid with single bidder.)

- Invoice
- Cleared Check Payment
- After Action Report
- EHP Approval
- Overtime Authorization
- SAM- Date Stamped Exclusion Report
- Noncompetitive Procurement Authorization (NCPA) (For all Sole Source/competitive bid with single bidder with contract amount of \$250,000 or more)

- SAM- Date Stamped Exclusion Report
- Noncompetitive Procurement Authorization (NCPA) (For Sole Source/competitive bid with single bidder with contract amount of \$250,000 or more)

For inquiries/questions, please contact:

_____ Phone #: _____ Email: _____
 Print Name



County of Monterey

Item No.30

Board Report

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

Legistar File Number: RES 25-143

October 14, 2025

Introduced: 9/19/2025

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Resolution

- a. Approve staff's recommendation to utilize Contingency Fund in the amount of \$273,403 for repayment of FY2020 disallowed expenditures of the Homeland Security Grant Program; and
- b. Authorize the Auditor-Controller to amend the FY 2025-26 Adopted Budget for the Department of Emergency Management 001-1040-DEM001-8588 by \$273,473 financed by a decrease in appropriations in General Fund Contingencies, 001-1050-CAO020-8034 (4/5ths vote required)

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve staff's recommendation to utilize Contingency Fund in the amount of \$273,403 for repayment of FY2020 disallowed expenditures of the Homeland Security Grant Program; and
- b. Authorize the Auditor-Controller to amend the FY 2025-26 Adopted Budget for the Department of Emergency Management 001-1040-DEM001-8588 by \$273,473, financed by a decrease in appropriations in General Fund Contingencies, 001-1050-CAO020-8034 (4/5ths vote required)

SUMMARY:

The Homeland Security Grant Program (HSGP) is a federal grant that provides funding to local governments to enhance their ability to prevent, protect against, respond to, and recover from terrorist attacks, major disasters, and other emergencies.

Following an October 2022 compliance assessment, CalOES issued a June 2024 report disallowing \$273,402.03 in HSGP FY 2020 costs due to procurement, expenditure, and record keeping deficiencies, and requested repayment of reimbursed funds.

DISCUSSION:

In October of 2022, CalOES conducted an on-site compliance assessment for HSGP FY 2020 to ensure compliance with federal regulations and program guidelines. CalOES identified specific findings related to inadequate internal controls, improper procurements, unsupported expenditures, noncompliant equipment records, and federal contracting requirements. On June 27, 2024, the County received the final compliance assessment report. Based on the findings, CalOES determined

\$273,402.03 to be disallowed costs, requested previous reimbursed funds to be returned to CalOES. The County Administrative Office has recommended the use of contingency funds to repay outstanding balance to CalOES.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Administrative Office, Auditor-Controller's Office, and County Counsel have reviewed and approved as to form.

FINANCING:

The County Administrative Office determined the use of Contingency Funds is appropriate source of repayment for disallowed expenditures. Staff is requesting an increase in appropriations to reimburse CalOES for invoice LA-6538 in the amount of \$273,402. As of the date this report was written, the balance in Contingencies is \$6,004,665. Approving use of Contingencies would reduce its balance to \$5,731,263.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

Administrative Promote an organization committed to operational and fiscal responsibility, and responsive public service.

Link to the Strategic Plan:

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

Prepared by: April Rodriguez, Management Analyst II, x1923
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:

Attachment A: CalOES Notices of Outstanding Balance and Original Invoice
Attachment B: Resolution



County of Monterey

Item No.28

Board Report

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

Legistar File Number: RES 25-143

October 14, 2025

Introduced: 9/19/2025

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Resolution

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

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- Safe and Resilient Communities
- Diverse and Thriving Economy

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Link to the Strategic Plan:

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

Prepared by: April Rodriguez, Management Analyst II, x1923
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:

Attachment A: CalOES Notices of Outstanding Balance and Original Invoice
Attachment B: Resolution

THIRD & FINAL NOTICE

06/18/2025

Monterey County
Attn: Kelsey Scanlon, Director
1322 Natividad Road
Salinas, CA 93906
EMAIL: scanlonk@countyofmonterey.gov
SUBJECT: OUTSTANDING ACCOUNTS RECEIVABLE PAST DUE INVOICE# LA-6538

Dear Kelsey Scanlon:

This is our **THIRD AND FINAL ATTEMPT** to receive a past due payment from you regarding Invoice LA-6538. Our previous letters dated 02/04/2025 and 05/14/2025, requested payment of \$273,402.03; however, our records show this balance remains unpaid. We require you to resolve this matter immediately.

Per SAM 8293.1, if the three collection letters are unsuccessful, department will initiate the Offset procedures or Court settlements. Offsetting is the process where an amount owed to a debtor is used to pay an outstanding account of the debtor. In addition, your account may also incur additional fees as authorized by GC Section 16583.1.

Please make your payment payable to Cal OES and remit your payment **immediately** to:

Cal OES
Attention: Accounts Receivable
3650 Schriever Avenue
Mather, CA 95655

Attached is a copy of invoice and supporting documents for your reference. If you have any questions or concerns, please contact Farm Saetern (916) 845-8773 or email Farm.Saetern@CalOES.ca.gov.

Your cooperation is greatly appreciated.

Sincerely,

Shufuan (Ellen) Sun

Accounting Administrator



GOVERNMENT CODE - GOV

TITLE 2. GOVERNMENT OF THE STATE OF CALIFORNIA [8000 - 22980] (*Title 2 enacted by Stats. 1943, Ch. 134.)*

DIVISION 4. FISCAL AFFAIRS [16100 - 17700] (*Division 4 added by Stats. 1945, Ch. 119.)*

PART 2. STATE FUNDS [16300 - 16649.95] (*Part 2 added by Stats. 1945, Ch. 120.)*

CHAPTER 4.3. The Accounts Receivable Management Act [16580 - 16586] (*Chapter 4.3 added by Stats. 1994, Ch. 1224, Sec. 1.)*

A participant may impose a reasonable fee, not to exceed the actual costs, to recover the participant's collection costs on a past due account.

16583.1.

(*Added by Stats. 2009, 4th Ex. Sess., Ch. 23, Sec. 13. Effective July 28, 2009.*)

COLLECTING NON-EMPLOYEE ACCOUNTS RECEIVABLE - 8293.1

Print Section

(Renumbered: 10/2020)

(Revised and renumbered from 8776.6)

Agencies/department will follow the collection procedures and guidelines for amounts owed to the state from non-employees. These procedures are in accordance with the Accounts Receivable Management Act as provided in Government Code sections [16580-16586](#). Some agencies/departments may find it necessary to expand these procedures to fit their particular circumstances.

Locating Debtor

When the address of the debtor is unknown, agencies/departments will attempt to obtain a current address by using any of the following methods:

- Use the internet and/or a data research service.
- Perform a cost-benefit analysis to determine if procuring services to locate debtors would be cost-beneficial.
- Request the debtor's address from the Department of Motor Vehicles by completing a Gov't Agency Request for Driver License/Identification Record Information form, INF 254. For this alternative, the debtor's date of birth or driver's license/identification number is required.

Collection Letters

Three documented letters should be made to collect on non-employee delinquent accounts. However, agencies/departments have the option of making one documented letter before proceeding to the discharge of accountability process for non-employee accounts receivable of \$25 and under. This threshold applies to the total amount owed by the debtor, not to each invoice. An agency/department will send a sequence of three collection letters at a minimum of 30-day intervals.

- If a reply or payment is not received within 30 days after sending the first letter, the department will send a second letter. This follow-up letter will reference the original request for payment letter and will be stated in a stronger tone.

- If a response is still not received from the debtor, a third letter will be sent 30 days later. This last letter will include references to prior letters and will state what further actions, including collection fees, may be taken in the collection process.

Collection Fee

Government Code section [16583.1](#) allows agencies/departments to charge a reasonable fee, not to exceed the actual costs incurred by the department, to recover the department's collection costs on past due ARs. If an agency/department plans to recover costs pursuant to this section, departments should consider actual costs incurred, including, but not limited to, staff time to send out collection letters, postage, equipment costs, and contingency fees for private collectors. The fee should be recorded in revenue Account 4171000, Cost Recoveries-Delinquent Receivables (Legacy source code 162100).

Collection Actions Review

If the three collection letters are unsuccessful, agencies/departments will prepare a cost benefit analysis to determine the most efficient and effective collection method by initiating one or more of the following actions:

1. Offset Procedures—an offset, is the interception and collection from amounts owed by other state departments to the debtor. For more offset information, see SAM section 8293.4.
2. Court Settlements—there may be instances where it would be cost-effective for departments to seek court judgments against debtors. Agencies/departments should consider the possibility of filing an action in small claims courts. For larger sums, department counsel should be consulted for advice.

Collection Agencies

Agencies/departments may consider contracting with another department that has a collection unit or with an outside collection agency.

- The [State Contracting Manual](#), the Public Contract Code section applicable to contracts for services, and Government Code section [19130](#) should be reviewed when a department is considering contracting with a collection agency. Any contract made with a collection agency must specify that all funds collected on behalf of an agency/department will be remitted to that department. The collection agency can then be paid in one of several ways for its services - by a set fee per collection, on an hourly basis, or on a percentage basis, in arrears, based on services rendered.
- Prior to assigning the debt to a collection agency, agency/departments are required by law to notify the debtor in writing at the address of record that the alleged AR debt

will be turned over for private collection unless the debt is paid or appealed within a specified time period.

- Sale of ARs—Agencies/departments are authorized to sell ARs to private persons or entities. Agencies/departments will record the net income from the sale in their accounting records. Specific accounting entries for the sale of ARs are detailed in SAM section [10536](#).
- Prior to selling the debt, agencies/departments are required by law to notify the debtor in writing, at the address of record, that the alleged AR debt will be turned over for private collection unless the debt is paid or appealed within a specified time period.

Agencies/departments will select the collection actions that are likely to generate the highest net income and do not compromise future state income collections. In addition, agencies/departments should consult with the Franchise Tax Board or any other state agency/department that has successfully established an effective AR collection system to develop methods for improving their collection rate.



SECOND NOTICE

05/14/2025

Monterey County
Attn: Kelsey Scanlon, Director

1322 Natividad Road

Salinas, CA 93906

EMAIL: scanlonk@countyofmonterey.gov

SUBJECT: OUTSTANDING ACCOUNTS RECEIVABLE PAST DUE INVOICE# LA-6538

Dear Kelsey Scanlon:

This is our **SECOND ATTEMPT** to receive payment from you regarding Invoice LA-6538.

Our previous notice dated LA-6538 requested payment of \$273,402.03 which as of today, remains unpaid. Your immediate action is required, in order to prevent any additional fees or charges applied to this invoice per GC Section 16583.1.

Per SAM Section 8293.1, prior to assigning the debt to a collection agency, we are required by law to notify the debtor in writing at the address of record that the alleged AR Debt will be turned over for collection unless the debt is paid or appealed within a specified time period.

Outstanding Balance Breakdown:

Account Receivable	\$273,402.03
Less payment	<u>(\$ 0.00)</u>
Amount Due	<u>\$273,402.03</u>

Please make your payment payable to Cal OES and remit to:

CalOES
Attn: Accounts Receivable and Rates
3650 Schriever Avenue
Mather, CA 95655

Attached is a copy of invoice and supporting documents for your reference. If you have any questions or concerns, please contact Farm Saetern (916) 845-8773 or email Farm.Saetern@CalOES.ca.gov.

Sincerely,

Shufuan (Ellen) Sun

Accounting Administrator



FIRST NOTICE

02/04/2025

Monterey County

Attn: Kelsey Scanlon, Director
1322 Natividad Road
Salinas, CA 93906
EMAIL: scanlonk@countyofmonterey.gov

SUBJECT: OUTSTANDING ACCOUNTS RECEIVABLE PAST DUE INVOICE # **LA-6538**

Dear Kelsey Scanlon:

This is our **FIRST ATTEMPT** to request payment from your organization for the invoice # **LA-6538**.

Cal OES Accounts Receivable unit is requesting immediate payment of the Outstanding Accounts Receivable. Per GC Section 16583.1, your account may incur additional fees due to not paying timely.

Outstanding Balance Breakdown:

Account Receivable	\$273,402.03
Less payment	<u>(\$ 0.00)</u>
Amount Due	<u>\$273,402.03</u>

Please make your payment payable to Cal OES and remit to:

CalOES
Attention: Accounts Receivable
3650 Schriever Avenue
Mather, CA 95655

Attached is a copy of invoice and supporting documents for your reference. If you have any questions or concerns, please contact Farm Saetern (916) 845-8773 or email Farm.Saetern@CalOES.ca.gov.

Sincerely,

Accounting Administrator



Monterey County
Attn: Kelsey Scanlon, Director
1322 Natividad Road
Salinas, CA 93906
Email: scanlonk@countyofmonterey.gov 760-230-6318

INVOICE NO: LA-6538
INVOICE DATE: 12/18/2024
PO/CONTRACT #:
INCIDENT #:
REVISED INVOICE DATE:

DESCRIPTION	AMOUNT
<p>Subrecipient to be invoiced for reimbursed funds that have been determined to be disallowed per the attached Report. Grant: 2020-0095, Homeland Security Grant Program FIPS: 053-00000</p> <p>FY 20/21</p> <p>Payment is due upon receipt of this invoice.</p> <p>For questions regarding this invoice, please contact Toran Baha at (916) 845-8251 or email Toran.Baha@caloes.ca.gov.</p> <p>For any questions regarding payment, please contact Farm Saetern at (916) 845-8773 or email Farm.Saetern@CalOES.ca.gov.</p> <p>Thank You,</p> <p><i>Tiffany Dui</i></p> <p>Accounting Administrator, Supervisor</p>	<p>\$273,402.03</p>

Make Check Payable to:

Mail to: Governor's Office of Emergency Services
ATTENTION: Accounting Branch
3650 Schriever Avenue
Mather, CA 95655-4203

Governor's Office of Emergency Services

ACCOUNTING USE ONLY					
ITEM ID: LA-6538	GROUP ID: 18854	PERIOD: 06			
ENY: 2020	APPROP REF: 101	FUND: 0890	PGM: 0385	SL: 14700	AMOUNT: \$273,402.03
ACCT: 5432500	ALT ACCT: (Default)	RPT STRUC: 06908311	PROJ: OES20HSGP000012	ACTIVITY: LA14700SHSP0000	

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

Resolution No.

Adopt a Resolution to:

- a. Approve staff’s recommendation to utilize Contingency Fund in the amount of \$273,403 for repayment of FY2020 disallowed expenditures of the Homeland Security Grant Program; and)
- b. Authorize the Auditor-Controller to amend the FY 2025-26 Adopted Budget for the Department of Emergency Management 001-1040-DEM001-8588 by \$273,473, financed by a decrease in appropriations in General Fund Contingencies, 001-1050-CAO020-8034 (4/5ths vote required))

RECITALS:

WHEREAS, The Homeland Security Grant Program (HSGP) is a federally funded grant that supports local government agencies in their efforts to prevent, protect, mitigate, and respond to acts of terrorism and other threats and is administered by the Department of Emergency Management (DEM). DEM receives an annual award on behalf of the Monterey County Operational Area; and,

WHEREAS, In October of 2022, CalOES conducted an on-site compliance assessment for HSGP FY 2020 to ensure compliance with federal regulations and program guidelines; and,

WHEREAS, CalOES identified specific findings related to inadequate internal controls, improper procurements, unsupported expenditures, noncompliant equipment records, and federal contracting requirements; and,

WHEREAS, On June 27, 2024, the County received the final compliance assessment report. Based on the findings, CalOES determined \$273,402.03 to be disallowed costs, requested previous reimbursed funds to be returned to CalOES; and,

WHEREAS, on December 18, 2024, the DEM received invoice # LA-6538 in the amount of \$273,402.03 seeking repayment of the disallowed FY20 HSGP expenditures; and,

WHEREAS, the County Administrative Office has recommended the use of contingency funds to repay outstanding balance to CalOES; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Monterey, State of California, does hereby proclaim

- a. Approve staff’s recommendation to utilize Contingency Fund in the amount of \$273,403 for repayment of FY2020 disallowed expenditures of the Homeland Security Grant Program; and

b. Authorize the Auditor-Controller to amend the FY 2025-26 Adopted Budget for the Department of Emergency Management 001-1040-DEM001-8588 by \$273,473, financed by a decrease in appropriations in General Fund Contingencies, 001-1050-CAO020-8034 (4/5ths vote required)

PASSED AND ADOPTED on this 14th day of October 2025, 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

ABSENT:

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

Dated:

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

By _____
, Deputy



County of Monterey

Item No.31

Board Report

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

Legistar File Number: RES 25-144

October 14, 2025

Introduced: 9/22/2025

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Resolution

Authorize the Director of Emergency Management to execute the Emergency Alerting and Data Sharing Agreement between the County of Monterey and Marina Coast Water District. This Agreement shall become effective for a three-year period upon execution of both parties.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Authorize the Director of Emergency Management to execute the Emergency Alerting and Data Sharing Agreement between the County of Monterey and Marina Coast Water District. This Agreement shall become effective for a three-year period upon execution of both parties.

SUMMARY:

The Emergency Alerting and Data Sharing Agreement (Agreement) between the County of Monterey and the Marina Coast Water District (MCWD) allows for the use of the County's alert and notification system by authorized MCWD personnel in order to provide emergency notifications and warnings to its customers. The Agreement also permits the County to use customer contact data for emergency alerting purposes. This partnership strengthens public safety, increases the resiliency of critical infrastructure systems, and improves the County's ability to deliver timely, accurate, and accessible emergency messages.

DISCUSSION:

The County of Monterey, Department of Emergency Management (DEM), is the designated alerting authority for Monterey County Operational Area and maintains a countywide emergency notification system. MCWD has a statutory obligation to notify its customers of hazards and threats affecting water and wastewater systems. This Agreement allows for the use of County's alert and notification system by authorized MCWD personnel in order to provide emergency notifications and warnings to its customers. The Agreement address the specific roles, responsibilities and authorities of the County and the MCWD while using the alert and warning system. This Agreement also permits the County use of customer contacts data for emergency alerting purposes pursuant to Government Code Section 8593.4 for the sole purpose of enrolling County residents in a County-operated emergency warning system. The term of agreement shall be for three years after in which it will automatically renew for the successive two-year period.

OTHER AGENCY INVOLVEMENT:

Marina Coast Water District (MCWD)'s Board of Directors approved the Agreement on September 22, 2025. County Counsel's Office has reviewed and approved as to form.

FINANCING:

Approval of the recommendation will have no impact on the General Fund. The staff time required to onboard and supporting MCWD's use of the alert and warning system is covered by DEM's adopted budget. Fund requirements for future years will be included in all future year budget submissions. The Agreement establishes a cost structure, including an onboarding fee and an annual fee. The one-time onboarding fee of \$8,000 includes the creation and buildout of a sub-organization for MCWD within the alert and warning system, as well as initial training. The annual fee of \$4,000 for ongoing access to the alert and warning system, ongoing staff training, sub-organization administrative support, and 24/7 alerting assistance from the DEM Duty Officer.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Davon Wilson, Emergency Services Planner, x1981
Approved by: Laura Emmons, Emergency Services Manager, x1992
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: MCWD Emergency Alerting and Data Sharing Agreement



County of Monterey

Item No.29

Board Report

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

Legistar File Number: RES 25-144

October 14, 2025

Introduced: 9/22/2025

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Resolution

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OTHER AGENCY INVOLVEMENT:

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Approval of the recommendation will have no impact on the General Fund. The staff time required to onboard and supporting MCWD's use of the alert and warning system is covered by DEM's adopted budget. Fund requirements for future years will be included in all future year budget submissions. The Agreement establishes a cost structure, including an onboarding fee and an annual fee. The one-time onboarding fee of \$8,000 includes the creation and buildout of a sub-organization for MCWD within the alert and warning system, as well as initial training. The annual fee of \$4,000 for ongoing access to the alert and warning system, ongoing staff training, sub-organization administrative support, and 24/7 alerting assistance from the DEM Duty Officer.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Davon Wilson, Emergency Services Planner, x1981
Approved by: Laura Emmons, Emergency Services Manager, x1992
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: MCWD Emergency Alerting and Data Sharing Agreement

**EMERGENCY ALERTING AND DATA SHARING AGREEMENT
 BETWEEN
 THE COUNTY OF MONTEREY,
 AND
 MARINA COAST WATER DISTRICT**

This Emergency Alerting and Data Sharing Agreement (“Agreement”) is made by and between the **Marina Coast Water District**, an independent, publicly owned special district, (hereinafter referred to as “MCWD” or “DISTRICT”) and the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as “COUNTY”), and collectively referred to as “the Parties.”

COUNTY Contact:	DISTRICT Contact:
Emergency Services Manager 831-796-1900 AlertMontereyCounty@countyofmonterey.gov	Operations Manager 831-883-5903

1. PURPOSE

The COUNTY, through the Department of Emergency Management (DEM) is a designated alerting authority for the Monterey County Operational Area and manages and maintains a countywide emergency notification system (hereinafter referred to as “System”). The DISTRICT is required to alert their customers and residents of possible hazards, warnings, and recommendations to the water and wastewater systems controlled by the DISTRICT. This Agreement establishes mutually agreeable terms and conditions for the DISTRICT to access and use the System. This Agreement address the specific roles, responsibilities and authorities of the COUNTY and the DISTRICT while using the System. This Agreements allow the use of the System by authorized personnel of the DISTRICT in order to provide emergency notifications and warnings to its customers. This Agreement permits the COUNTY use of DISTRICT customer contacts data for emergency alerting purposes pursuant to Government Code Section 8593.4 for the sole purpose of enrolling COUNTY residents in a COUNTY-operated emergency warning system. This agreement also authorizes the COUNTY to send such emergency alerts as are reasonably necessary for the health and safety of residents on behalf of the DISTRICT.

2. DEFINITIONS

Alert Monterey County: Alert Monterey County is the public facing name of the System as defined below.

Alert and Warning: Alert and Warning includes various pathways and technologies used to communicate public information that is critical to the preservation of life and property, impending natural or human-made disasters, threats, or dangerous or missing persons. Alert and Warning includes the Integrated Public Alert & Warning System (IPAWS) and local alerting systems using various channels of communication.

Alerting Authority: An Alerting Authority is a jurisdiction with the designated authority to alert and warn the public when there is an impending natural or human-made disaster, threat, or dangerous or missing person. The County of Monterey, the Department of Emergency Management and the Emergency Communications Department are the Alerting Authorities for the Monterey County Operational Area as designated by the Federal Emergency Management Agency (FEMA) (IPAWS Alerting Authority ID 200061).

Alert Pathways: The emergency notification System enables multi-modal delivery of alerts. This includes, Wireless Emergency Alerts (WEA), Emergency Alert System (EAS) alerts, voice calls, SMS text messages, Email messages, teletypewriter (TTY) messages, social media posts, and RSS Feed messages. Alert pathways can be targeted to a specific geographical zone and/or custom area. Each Alert Pathway uses a selected/ targeted contact database to filter the alerted end recipients.

Authorized Users: An individual authorized by a User Agency or Sub-Organization to access and utilize the System in accordance with their assigned permissions. Users must complete required training and operate within the scope of their access level and responsibilities. There are multiple **User Types**, which is a classification assigned to a User based on their functional role and access level within the System. These user profiles determine system permissions, scope of communication, and available tools. User Types include:

- **System Administrator:** Full administrative control across all organizations and sub-orgs, including system configuration, user management, template creation, and alert permissions.
- **Program Administrator:** Highest tier administrator for a single sub-org. Can manage users, templates, contacts, and approve alerts for their sub-org, but cannot configure platform-wide settings.
- **Alert Manager:** Authorized to create and edit all alert types and templates in the System to which they are assigned.
- **Contact Manager:** Manages and maintains the contact database with the sub-org to which they are assigned.
- **User/ Dispatcher:** Restricted to creating and sending alerts in the Sub-Org to which they are assigned. It is possible to restrict this role to accessing and launching alerts from templates only.

Integrated Public Alert & Warning System (IPAWS): FEMA's System for local alerting that provides authenticated emergency information through mobile phones using WEA, to radio and television via the EAS, and on the National Oceanic and Atmospheric Administration's (NOAA) Weather Radio.

System: The Emergency Mass Notification System, as established in the Agreement.

Sub-Organization (Sub-Org): A limited access unit of the System created so that Users, registered locations, and alert profiles that belong to one Sub-Org will not be visible to other Sub-Orgs. This ensures each Sub-Org can only issue alerts only to their own contacts. Sub-Org access is configured and managed by the COUNTY.

3. UNDERSTANDING OF THE PARTIES

3.1 Access to Mass Notification System (System)

- 3.1.1 Existing Capabilities and Access Rights- COUNTY will provide DISTRICT with a System Sub-Org, the DISTRICT Sub-Org will allow the following access:
- I. Preloaded Contact Database: The DISTRICT will upload and manage contact groups, such as staff or customers.
 - II. Alert Pathways: The DISTRICT can manage and send alerts to their own contact groups, such as staff or customers.
 - III. User Role Assignments: The DISTRICT may assign specific user roles within their organization. This includes Program Administrator, Alert Manager, Contact Manager, and Users.
 - IV. Internal Alert Templates: The DISTRICT will have access to alert templates.

- V. Generating Reports: The DISTRICT will have the ability to generate at least two types of report; Notification History and Contact Group Reports
- VI. Platform Help Center Access: The DISTRICT will have full access to Platform Help Center for user guides, FAQ, and troubleshooting articles.

3.1.2 Alerting, testing, and training is strictly limited to contact information uploaded by the DISTRICT. The DISTRICT Sub-Org does not have access to public alerting tools such as IPAWS or WEA and cannot issue jurisdiction-wide notifications. Their alerting capabilities are restricted to internal or organization-specific audiences, such as employees, customers, or facility-specific stakeholders. The DISTRICT will have access to send the following alert types to their specific contact database: voice calls, SMS text messages, email messages, and TTY messages. The DISTRICT will have access to the social media pathway, if enabled. The DISTRICT can send geographically targeted message to contacts within their contact database.

3.1.3 The Parties will coordinate on the development of pre-drafted, bilingual emergency alert message templates. These templates may be used by the DISTRICT when issuing alerts and by the COUNTY when issuing alerts on behalf of the DISTRICT.

3.1.4 Additional Emergency Alerting

- I. The COUNTY, at its sole discretion, agrees to issue emergency alerts to contacts within the geographic jurisdiction of the DISTRICT, including DISTRICT contacts and using delivery pathways not available under the DISTRICT Sub-Org access. The COUNTY retains sole authority over the timing, final message content, geographic areas notified, and selected delivery pathways. This decision may be influenced by the prioritization of concurrent emergency alerts or on going emergency response and recovery operations.
- II. The DISTRICT agrees to provide the COUNTY with recommended message language, target alerting areas, and preferred delivery pathways for each anticipated or requested alert. All recommendation are subject to final review, modification, and approval by the COUNTY.
- III. The County shall be held harmless for any mis-sent, false, failed, or delayed alerts.
- IV. All requests for additional emergency alerting will be made through the COUNTY DEM Duty Officer or, if Emergency Operations Center (EOC) is activated, through the COUNTY EOC. Alerts sent by the COUNTY will be limited to urgent emergency alerts and disseminated based on the current situation and competing priorities.

3.2 DISTRICT Responsibilities

3.2.1 DISTRICT will ensure that only trained and authorized personnel have access to the System. DISTRICT shall, without delay, remove any and all persons no longer employed or otherwise unauthorized to issue alerts messages on behalf of the DISTRICT from the System.

3.2.2 The DISTRICT Program Administrator will be responsible for vetting and verifying which employees have completed required trainings in order to obtain access to the System. DISTRICT shall verify that, at a minimum, all users with access to the system:

- I. Are current agents of the DISTRICT with authority to access the system
- II. Have read, understand, and agree to the terms of the Agreement
- III. Have satisfied, at minimum, the training requirements set forth in this Agreement

- 3.2.3 Training Requirements. The DISTRICT will ensure all Users and Program Administrators receive mandatory COUNTY System Training for New Users and annual refresher trainings, as needed.
- 3.2.4 Use of the System Alerting Capabilities
- I. The System is not authorized for routine messages, messages of a commercial or political nature, and any non-official messages.
 - II. In accordance with California State Assembly Bill 1638, the DISTRICT shall provide information related to an emergency in English and in all languages spoken jointly and in common by 5 percent or more of the population that does not primarily speak English.
 - III. If an alert is issued by the DISTRICT, the DISTRICT must ensure that all recipients are notified when the alert has ended.
 - IV. The DISTRICT should consider best practices in the State of California Alert & Warning Guidelines when sending messages in the System.
- 3.2.5 There is no required system testing at the DISTRICT level. It is recommended that System Users and Program Administrators, as outlined above, perform skills testing on a regular basis.
- 3.2.6 The DISTRICT will update their System contact data at minimum every two years. When updating contacts, the DISTRICT will ensure their customers/contacts are notified of their enrollment in the System and that new enrollees are given an opportunity to opt-out.

3.3 COUNTY Responsibilities

- 3.3.1 The COUNTY will coordinate, administer, and maintain the emergency notification System and will serve as the overall System Administrator.
- 3.3.2 The COUNTY will work with the System vendor to add the DISTRICT as a new Sub-Org. The COUNTY will assist with uploading initial contact data, creating contact groups for distribution, developing alert templates, and providing initial training.
- 3.3.3 With the approval of the COUNTY Board of Supervisors, the COUNTY shall be the signatory on agreements with third-party vendors for services such as, but not limited to, support of systems required under this Agreement.
- 3.3.4 As System Administrator, all requests for new users must be made through the COUNTY. Once the COUNTY receives a new user request from the DISTRICT, the COUNTY will validate it for appropriate need and configuration and take the appropriate steps to create that user.
- 3.3.5 Annually, if needed, the COUNTY will assist the DISTRICT with an update of contact data. At the request of the DISTRICT and at the discretion of the COUNTY, the COUNTY may assist with this update more frequently than annually.
- 3.3.6 THE COUNTY will provide at least one (1) training annually on use of the System to the DISTRICT at the request of the DISTRICT. The COUNTY will also provide train-the-trainer training to the DISTRICT and facilitate and support additional available mass notification training.

- 3.3.7 If a major change occurs in the System that requires migration or transition the COUNTY will ensure the District will continue to have an equivalent level of access and will provide additional training for Users and Program Administrators, as needed.
- 3.3.8 The COUNTY will ensure that only emergency related notifications are sent to the public. If the DISTRICT utilizes the System for any other purpose other than set forth herein, three levels of response will be forthcoming:
 - I. First violation: Notice of failure to adhere to the Agreement is sent to the DISTRICT.
 - II. Second violation: Privilege revoked for individual offending user(s) for one (1) year and individual offending user(s) will be required to complete user training before being reinstated.
 - III. Third violation: The DISTRICT loses permission to use the SYSTEM for one (1) year and requires remedial training for system administrators and users prior to reinstatement

4. TERM

- 4.1 This Agreement shall become effective as of the last date opposite the respective signatures.
- 4.2 The initial term of this agreement shall be for three years plus the remainder of the fiscal year that the agreement is executed, unless terminated sooner by mutual consent of all Parties. Upon completion of the initial three-year term, this Agreement shall automatically be renewed for successive periods of two years.
- 4.3 If the DISTRICT seeks to terminate this Agreement, they shall provide written notice to the COUNTY, before invoicing is sent out for the upcoming fiscal year. The DISTRICT will remain responsible for the costs for the fiscal year in which they withdraw. Upon withdrawal, the DISTRICT relinquishes all rights and access to System at the end of that fiscal year.
- 4.4 Termination for Cause. The COUNTY and the DISTRICT, may terminate this Agreement for cause, including the DISTRICT's failure to fully pay agreed upon costs, as well as any other breach of this Agreement. Cause for termination includes compliance with any requirement imposed upon the Parties as specified in this Agreement.
- 4.5 The DISTRICT acknowledges that a new funding agreement for Alert and Warning may be developed between the COUNTY and the entities that make up the current Alert and Warning users under the 911 Services Agreement. The COUNTY will notify the DISTRICT, of the development of a countywide Alert and Warning Agreement and provide the DISTRICT an opportunity to participate. A countywide Alert and Warning Agreement will supersede this Agreement.
- 4.6 Upon termination of this Agreement, all data shall be removed from the system, and the removal shall be certified by the COUNTY.

5. COST STRUCTURE

- 5.1 Onboarding Cost of \$8,000 is one time only and is inclusive of annual cost for the remainder of fiscal year in which the Agreement is executed, and includes:
 - 5.1.1 Set up of DISTRICT Sub-Org in the System, including Tailoring system settings, permissions, and roles to the DISTRICT's specific needs
 - 5.1.2 Contact data upload and contact group creation in DISTRICT Sub-Org
 - 5.1.3 Alert template development in DISTRICT Sub-Org

- 5.1.4 Initial Sub-Org Administration training and User training
- 5.1.5 System and Sub-Org Testing
- 5.1.6 Documentation, Standard Operating Procedures, and Admin Manuals

5.2 Annual Fee of \$4,000, includes:

- 5.2.1 Ongoing access to the emergency notification System
- 5.2.2 Annual assistance with DISTRICT contact update
- 5.2.3 Minimum of one (1) training annually
- 5.2.4 Alert Support from 24/7 COUNTY DEM Duty Officer
- 5.2.5 Access to System updates and enhancement
- 5.2.6 System administrative support, as needed

6. BILLING

- 6.1 The COUNTY will invoice the DISTRICT for the Onboarding Fee upon execution of this Agreement, and then annually during the 1st Quarter of the Fiscal Year.
- 6.2 If the DISTRICT disputes payment owed to COUNTY, the DISTRICT shall notify COUNTY within 30 calendar days of its receipt of its invoice. This notice shall include sufficient details about the dispute for COUNTY to sample invoice maybe review and act. COUNTY shall provide any requested information within 30 calendar days. If COUNTY is unable to respond within 30 calendar days, the Party disputing the billing shall be relieved of any delinquency payment until 30 days after the information is provided.
- 6.3 Payments are due to within 30 days of the billing date. Payments are considered late after 30 days of non-payment by DISTRICT and shall accrue a 5% penalty on any amount owed every 30 days until paid in full. If DISTRICT does not pay the delinquent amount and any delinquency fee within ninety (90) calendar days from the Due Date, the COUNTY will limit or remove DISTRICT's access to the System.

7. DATA PRIVACY & CONFIDENTIALITY

- 7.1 The DISTRICT will provide the COUNTY with the current contact information of DISTRICT customers who are residents of COUNTY ("Confidential Customer Information"), which shall not include customer water usage data, in the format and frequency described in **Attachment 1** to this Agreement. The DISTRICT shall take reasonable steps to transmit the Confidential Customer Information to protect the security and confidentiality of the Confidential Customer Information. The Parties agree to work together to determine the most secure means for the DISTRICT to provide the Confidential Customer Information to the COUNTY.
- 7.2 The COUNTY acknowledges the confidentiality and proprietary status of the Confidential Customer Information and will use the Confidential Customer Information solely for the purposes of updating its emergency contact information and emergency notification systems as authorized by California Government Code Section 8593.4, and for no other purpose. Consistent with Government Code Section 8593.4, the COUNTY may share or make Confidential Customer Information available to third party contractors or other local governments that assist with the COUNTY's emergency warning system solely for purposes of providing emergency notification to County residents with prior written notification to the DISTRICT. Confidential Customer Information shall be treated as confidential by all third-party contractors under this Agreement.

- 7.3 The COUNTY shall, promptly following receipt of the Confidential Customer Information, notify residents or customers identified in the Confidential Customer Information that they have been entered into the public emergency warning systems. This notification shall include a process for such residents or customers to opt out of the warning system and to terminate the COUNTY's access to the contact information of the resident or customer for purposes of the emergency warning system.
- 7.4 The COUNTY shall take reasonable measures within its control to immediately stop the unauthorized access or disclosure of Confidential Customer Information in its possession or under its control. Confidential Customer Information shall be treated as confidential by COUNTY and by persons and entities provided authorized access to such information under this Agreement. The COUNTY shall keep reasonable records of all Confidential Customer Information received and shall cooperate and expeditiously provide the DISTRICT with access to and documentation of such records in response to any request, including, without limitation, any request by the DISTRICT or California consumers to the DISTRICT under the California Consumer Privacy Act.
- 7.5 The COUNTY shall notify the DISTRICT in writing within 24 hours of becoming aware of any unauthorized access or disclosure of the Confidential Customer Information. The COUNTY (and or their designee) shall investigate such breach or potential breach and shall inform the DISTRICT in the most expeditious time possible and without reasonable delay, in writing, of the results of such investigation, and assist the DISTRICT (at COUNTY's sole cost and expense) in maintaining the confidentiality of such Confidential Customer Information. If requested in writing by the DISTRICT, the COUNTY will notify the potentially affected persons regarding such breach or potential breach within a reasonable time period determined by the DISTRICT and in a form as specifically approved in writing by the DISTRICT or as otherwise required by law. The COUNTY shall not issue or permit to be issued any public statements regarding the security breach involving the Confidential Customer Information before notifying the DISTRICT and potentially affected customers. Any such public statement shall be coordinated with the DISTRICT before being issued.
- 7.6 In the event that a court or other governmental authority of competent jurisdiction issues an order, subpoena, or other lawful process requiring the disclosure of Confidential Customer Information, the COUNTY shall notify the DISTRICT immediately upon receipt thereof to facilitate the DISTRICT's efforts to prevent such disclosure or otherwise preserve the confidentiality of Confidential Customer Information. The COUNTY shall not be in violation of the Agreement if the COUNTY complies with an order of such court or governmental authority to disclose Confidential Information, after notifying the DISTRICT to give it the opportunity to maintain the confidentiality of such information as provided herein or has notified the COUNTY in writing that it will take no action to maintain such confidentiality.
- 7.7 All Confidential Customer Information shall be maintained by the COUNTY and other persons and entities provided access to such information under this Agreement pursuant to reasonable security procedures. The COUNTY shall implement reasonable administrative, technical, and physical safeguards to protect the Confidential Customer Information from unauthorized access, use, destruction, modification, or disclosure. Reasonable administrative, technical and physical safeguards include, without limitation, the following:
- 7.7.1 Password protected workstations at COUNTY's premises, any premises where work or services are being performed, and any premises of any authorized person who has access to such Confidential Customer Information
 - 7.7.2 Encryption in transit and at rest of the Confidential Customer Information
 - 7.7.3 Measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any such Confidential Customer Information including, but not limited to, restriction of physical access to such data and information, implementation of logical access controls, sanitization or

destruction of media, including hard drives, and establishment of an information security program that at all times is in compliance with reasonable security requirements as agreed to between the Parties.

7.7.4 At the termination of any event subject to disclosure of Confidential Customer Information, destruction or deletion of all Confidential Customer Information disclosed to the COUNTY for purposes of mutual assistance during the event, and certified documentation provided to the DISTRICT in writing demonstrating such destruction or deletion.

7.7.5 In the event the DISTRICT determines the COUNTY has not complied with security measures, the DISTRICT shall provide written notice to the COUNTY describing the deficiencies. The COUNTY shall then have sixty (60) calendar days to cure. If the COUNTY has not cured the deficiencies within sixty (60) calendar days, the DISTRICT may terminate this Agreement and require the COUNTY to return and/or destroy all Confidential Customer Information.

7.8 The COUNTY and the DISTRICT agree that Confidential Customer Information provided to the COUNTY pursuant to this Agreement is exempt from production under the California Public Records Act, Cal. Gov't Code Sections 6250, *et seq.*, under the exemptions provided in the California Public Records Act, including Sections 6254(e), 6254(k), 6254.16, 6255(a), and/or 6276.36 (citing Public Utilities Code Section 583), and the COUNTY agrees to withhold production of such materials unless ordered to do so by a court of competent jurisdiction. Under this Agreement, the COUNTY agrees to comply with all applicable laws, regulations and orders related to the protection of customer privacy.

7.9 All Confidential Customer Information disclosed under this Agreement is provided "as is, with all faults." The DISTRICT expressly disclaims all warranties and conditions of any kind, express or implied, regarding the accuracy, completeness, intended use, improper use or release, or other attributes of the Confidential Customer Information disclosed hereunder. None of the Parties waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Confidential Customer Information. The Parties agree that, in addition to whatever other remedies may be available to a Party under applicable law, a Party shall be entitled to obtain injunctive relief with respect to any actual or threatened violation of this Agreement by any other Party. This Agreement is made in the State of California and shall be governed by and interpreted in accordance with its laws. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Monterey County, California. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement shall remain in full force and effect. Nothing express or implied in this Agreement is intended to confer upon is intended to confer, nor will anything herein confer, upon any person or entity other than the Parties hereto any rights, remedies, obligations, or liabilities whatsoever.

7.10 This Agreement, including the Attachments hereto, contains the complete agreement between the Parties with respect to matters contained in this Agreement and supersede all other agreements, whether written or oral, with respect to the matters contained in this Agreement. This Agreement may be executed and amended in two or more counterparts, all of which shall be considered one and the same Agreement. The DISTRICT and the COUNTY may mutually agree by email or other electronic or written documentation in counterparts to amend this Agreement to expand the categories of events subject to this Agreement at their sole discretion.

8. INDEMNIFICATION

The DISTRICT 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 DISTRICT's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "DISTRICT's performance" includes DISTRICT's action or inaction and the action or inaction of DISTRICT's officers, employees, agents and subcontractors.

9. INSURANCE REQUIREMENTS

9.1 Evidence of Coverage: Prior to commencement of this Agreement, the DISTRICT 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 DISTRICT upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the COUNTY, unless otherwise directed. Work under this Agreement shall not proceed until the COUNTY 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 DISTRICT.

9.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the COUNTY's Purchasing Agent.

9.3 Insurance Coverage Requirements: Without limiting DISTRICT duty to indemnify, DISTRICT 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.

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.

Workers' Compensation Insurance: if the DISTRICT 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.

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

DISTRICT 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.

If the DISTRICT 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 DISTRICT.

9.4 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 the DISTRICT 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 DISTRICT 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 DISTRICT’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 DISTRICT’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 DISTRICT’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

The DISTRICT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said DISTRICT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. The DISTRICT 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.

Prior to the execution of this Agreement by the COUNTY, the DISTRICT shall file certificates of insurance with the COUNTY, showing that the DISTRICT has in effect the insurance required by this Agreement. The DISTRICT 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. The DISTRICT 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. If the certificate is not received by the expiration date, COUNTY shall notify the DISTRICT and the DISTRICT shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by the DISTRICT to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate this Agreement immediately.

10. COMPLIANCE WITH APPLICABLE LAWS

DISTRICT 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. DISTRICT shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Agreement.

The Americans with Disabilities Act (42 U.S.C. § 12101, et seq.) and the regulations thereunder (28 C.F.R. § 35.130) ("ADA") prohibit discrimination against persons with disabilities by the State. As a condition of this Agreement, the DISTRICT certifies that services, programs, and activities under this Agreement and will continue to be in compliance with the ADA.

11. NON-DISCRIMINATION

During the performance of this Agreement, DISTRICT, 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 DISTRICT's employment practices or in the furnishing of services to recipients. DISTRICT 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. DISTRICT 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. MISCELLANEOUS

12.1 Amendments: This Agreement may be amended only by written agreement signed by each of the Parties.

12.2 Waivers: No waiver of any provision of this Agreement will be valid unless it is in writing and signed by all of the Parties. Waiver by any Party at any time of any breach of this Agreement cannot be deemed a waiver of or consent to a breach of the same or any other provision of this Agreement. If a Party's action requires the consent or approval of any other Party, that consent or approval on any one occasion cannot be deemed a consent to or approval of that action on any later occasion or a consent or approval of any other action.

12.3 Binding Effect and Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties and their successors or assigns. This Agreement is for the benefit only of the Parties, and no third parties are intended to be benefited by this AGREEMENT.

- 12.4 Governing Law: This Agreement, and the Parties' performance under this Agreement, will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.
- 12.5 Construction: The headings used in this Agreement are for convenience only and will not affect the meaning or interpretation of this Agreement. This Agreement will not be construed against any Party as the principal draftsman. The words "include" and "including" when used are not exclusive and mean "include but are not limited to" and "including but not limited to," respectively.
- 12.6 Capitalized Terms: Capitalized terms have the meanings given to them in this Agreement.
- 12.7 Severability: If any term of this Agreement is inconsistent with applicable law, then upon the request of any Party, the Parties will promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with law, but all parts of this Agreement not affected by the inconsistency will remain in full force and effect.
- 12.8 Further Assurances: The Parties agree to cooperate reasonably and in good faith with one another to implement the terms of this Agreement, and to negotiate and execute any further Agreements and perform any additional acts that are reasonably necessary to carry out the terms of this Agreement.
- 12.9 Notices: Any notices or other communications to be sent by one Party to the other under this Agreement shall be in writing and shall be given by personal or electronic delivery to the persons designated above, with copies delivered as indicated, or by U.S. Mail, return receipt requested, with copies mailed as indicated.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

MARINA COAST WATER DISTRICT

Kelsey Scanlon
Director of Emergency Management

Derek Cray
Operations Manager

Date

Date

Approved as to Form

Date

ATTACHMENT 1

MARINA COAST WATER District (“MCWD”) CUSTOMER CONTACT INFORMATION SPECIFICATIONS

- Data Elements
- Customer ID
- Customer Name
- Premise_Address_line_1
- Premise_Address_line_2
- Premise City
- Premise ZIP
- Premise County
- Customer_Phone_1
- Customer_Phone_2
- Public Customer Email

Format

- Comma Separated Value (csv) file



County of Monterey

Item No.32

Board Report

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

Legistar File Number: 25-669

October 14, 2025

Introduced: 9/23/2025

Current Status: General Government -
Consent

Version: 1

Matter Type: General Agenda Item

- a. Approve and authorize the Library Director or designee to accept a grant from the California State Library Zip Books program for \$7,200 to offer more library materials to the public; and
- b. Approve and authorize the Library Director or designee to accept non-standard elements of the grant award agreement; and
- c. Approve and authorize the Library Director or designee to accept up to two amendments or increases in this grant award that do not substantially change terms and conditions or increase the grant award more than 20% (\$1,440) for a total not to exceed \$8,640.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Library Director or designee to accept a grant from the California State Library Zip Books program for \$7,200 to offer more library materials to the public; and
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SUMMARY:

Monterey County Free Libraries (MCFL) has been awarded a grant from the California State Library to offer more library materials through the Zip Books program.

DISCUSSION:

MCFL has participated in the California State Library's Zip Books program for many years. The program was developed to add another way for libraries to get books for patrons. Through Zip Books, patrons may request items that the library does not own, and the library can order them from Amazon.com, having the item shipped directly to the patron's home. The patron then returns the item to the library when they are finished and the library adds the item to the collection. This speeds service to the patron using processes already available, including free shipping and direct to the door service from Amazon.

The amount of funding has varied over time, and the Zip Books grant funding from the State of California was cut in half in FY 2023-24. In addition, a portion of this budget allocation is now also supporting the online book platform Palace, also offered for free to MCFL card holders via the

California State Library, due to loss of federal funding. Though this is a staff-intensive service for MCFL to offer, and this is less direct funding than MCFL has ever been awarded before, the Library Director recommends accepting this grant award and continuing to offer ZipBooks at this minimal level to support providing materials to MCFL patrons.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Council has reviewed as to form. The Auditor-Controllers Office has approved the exceptions to standard purchasing methods that are required for this program, including purchasing individual items from Amazon.com and having books shipped directly to the homes of patrons.

FINANCING:

All direct expenses for the additional materials will be paid for by the grant funds. Other ancillary costs are able to be absorbed into the Library Department's operational budget. The Department's operational budget anticipates grant funding throughout the year, so no additional appropriations are necessary.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

Ongoing access to current library materials in a variety of accessible formats is a core function of public 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: Jennifer Hansen, Administrative Services Officer, X7569

Approved by: Hillary Theyer, Library Director, x7566

Attachments:

Zip Books Project Award Packet 2025

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- ___ Safe and Resilient Communities
- ___ Diverse and Thriving Economy

Prepared by: Jennifer Hansen, Administrative Services Officer, X7569

Approved by: Hillary Theyer, Library Director, x7566

Attachments:

Zip Books Project Award Packet 2025



8/15/2025

Ms. Hillary Theyer, Library Director
MONTEREY COUNTY FREE LIBRARIES
188 Seaside Circle
Marina, CA, 93933

Subject: Zip Books Project ZIP 25-48

In Process

Dear Ms. Hillary Theyer:

The California State Library is pleased to approve the grant application for the Zip Book Project for a total of \$7,200 in California Library Services Act funds.

Read the enclosed award packet thoroughly and contact your grant support team if you have any questions. Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents.

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule as well as the proposal outlining the project plan and budget. Please sign the claim and certification forms at the back of your award packet using the DocuSign system. Please understand that it can take from six to eight weeks from receipt of a fully executed claim form with no errors before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

Requirements Specific to Your Project

The following are requirements that are specific to your project. Please contact your project support team if you have any questions about or require support in fulfilling these requirements.

- It is an expectation for this project that the project manager or other project staff will attend four (4) community of practice sessions (schedule to be determined) over the course of the grant period.
- It is an expectation of this project that at least 85 percent of the materials purchased as part of this project will be added to the libraries collection. (The 85 percent number may include items shipped to other libraries to add to their collection).

Project Support Team

Awardees are provided support throughout the project period by a project support team comprised of a grant monitor and Library Programs Consultant from the State Library. The project support team is available throughout the project period to assist you.

- The Grant Monitor is available to assist you with compliance and reporting matters. The Grant Monitor assigned to your project is Monica Rivas and can be reached via email at monica.rivas@library.ca.gov.
- The LPC is available to assist you with programming questions. The Library Programs Consultant assigned to your project is Chris Durr and can be reached via email at chris.durr@library.ca.gov.

Best wishes for a successful project.

Respectfully yours,

Signed by:

BDA50981C41C416...

Greg Lucas
California State Librarian

CC: Monica Rivas, monica.rivas@library.ca.gov
Annly Roman, annly.roman@library.ca.gov
Yesenia Urdarbe, yesenia.udarbe@library.ca.gov
Be Astengo, astengobc@countyofmonterey.gov



STATE FUNDED GRANTS
**AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE**



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and MONTEREY COUNTY FREE LIBRARIES for the Zip Books project. AWARD AGREEMENT NUMBER ZIP 25-48

This Award Agreement ("Agreement") is entered into on 07/01/2025 by and between the California State Library ("State Library") and MONTEREY COUNTY FREE LIBRARIES, ("Grantee").

This Award Agreement pertains to Grantee's State-funded Zip Books project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$7200 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until 08/31/2026. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on 08/31/2026 and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the 2025-26 Zip Books Project.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee’s application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for the submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July 01, 2025 - December 31,2025	1 st Financial and Mid Project Program Narrative Report Due	January 31, 2026
January 01, 2026- April 30, 2026	2 nd Financial Program Report Due	May 31, 2026
May 01, 2026 – Project End August 31, 2026	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	September 30, 2026

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.
2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.

5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.
8. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee 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 for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the 2025-2026 Zip Books.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
 - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form or contact your grant monitor for the State Library's form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.
 4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified, or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
 5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon

and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

MONTEREY COUNTY FREE LIBRARIES
Ms. Hillary Theyer
188 Seaside Circle
Marina, CA , 93933
831-883-7573
theyerha@countyofmonterey.gov

California State Library
Monica Rivas
900 N Street
Sacramento, CA 95814
916-603-7159
Monica.rivas@library.ca.gov

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and the State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns 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 the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.
3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or

purchased with grant funds on a California State Library website for public access and viewing.

4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
5. Dispute Resolution: In the event of a dispute, the Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq.*) 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 all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The Grantee's policy of maintaining a drug-free workplace.
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Require that every employee who works on the Agreement will:

- 1) Receive a copy of the Grantee's drug-free workplace policy statement.
- 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with 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 grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee 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 Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

12. Failure to Perform: The grant being utilized by the Grantee is to benefit the Zip Books Program. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

13. Federal and State Taxes: The State Library shall not:

- a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
- b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
- c. Withhold Federal or State income taxes from Grantee's payments

Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
19. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.
- a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper use of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement,

but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
- b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$7200 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their

designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.
27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
- e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid and addressed to recipient's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's Application (including Budget and Activities Timeline)

- g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. The California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
- f. Payment will be made only to the Grantee.

- g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.
31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.
33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.
36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports,

documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.
38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

- a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the library as soon thereafter as State fiscal procedures will permit.
- d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$ 7200 upon execution of the agreement and submission of claim by the grantee organization.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or

indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.
44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.
45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be

considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by the California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by the California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation

or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

In Process



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

- 1. AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
- 2.** I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
- 3.** I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
- 4.** The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
- 5.** The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$ 7200. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
- 6. STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 11102).

- 7. DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee 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:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

- 8. CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or

- funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420). Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

- 9. LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
- 10. AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it 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.)
- 11. RESOLUTION:** For awards totaling \$350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which

by law has authority to enter into an agreement, authorizing execution of the agreement.

12. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other governmental entity.

13. DRUG FREE WORKPLACE:

- a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
- b. This includes but is not limited to making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

14. ACCESSIBILITY: The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

15. NON-DISCRIMINATION: The organization receiving this award, as listed in the certification section below, and all program staff agree to comply with all California non-discrimination laws.

16. ACKNOWLEDGEMENT: The organization receiving this award, as listed in the certification section below, and all program staff agree to comply with California State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name:	Address <i>(official and complete):</i>
PROJECT COORDINATOR	
Name:	
Email:	Phone:
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name:	Title:
Email:	Phone:
Signature:	Date:



Authorized Representative Signature

ORGANIZATION	
Name:	Address (official and complete):
AUTHORIZED REPRESENTATIVE	
Signature:	Date:
Printed Name of Person Signing:	Title:
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento, CA 95814
Signature:  <small>Signed by: Greg Lucas BDA50981C41C416...</small>	Date: 9/3/2025
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian



EXHIBIT C: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources

Please Check State of California, Department of Human Resources Website for updated expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Mileage: Rate subject to change	\$0.585 per mile – approved business/travel expense
Meals: Receipts are required	\$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	\$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County Out of State: Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.
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Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
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April 25, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

In Process

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov



**CALIFORNIA LIBRARY SERVICES ACT
FINANCIAL CLAIM
PAYMENT IN FULL**

Grant Award #: ZIP 25-48 **Date:**
Invoice #: ZIP 25-48-01 **PO #:**
Payee Name: Monterey County Free Libraries
(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address:
Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: \$7,200 **Type of Payment:**
(Payable Upon Execution of Agreement) PROGRESS
Grantee Name: Monterey County Free Libraries FINAL
(Name on Award Letter and Agreement) IN FULL
Project Title: Zip Books Project AUGMENT

For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

(Signature of the Authorized Representative)

(Print Name)

(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2025
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-211-0001, Chapter 4, Statutes of 2025
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By

(State Library Representative)

Date

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
 STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

SOLE PROPRIETOR / INDIVIDUAL

SINGLE MEMBER LLC *Disregarded Entity owned by an individual*

PARTNERSHIP

ESTATE OR TRUST

CORPORATION (see instructions on page 2)

MEDICAL (e.g., dentistry, chiropractic, etc.)

LEGAL (e.g., attorney services)

EXEMPT (e.g., nonprofit)

ALL OTHERS

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)

CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.

CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.

No services performed in California

Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

UNIT/SECTION

MAILING ADDRESS

FAX

TELEPHONE (include area code)

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
 STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee’s federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity’s federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
 For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



County of Monterey

Item No.33

Board Report

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

Legistar File Number: 25-690

October 14, 2025

Introduced: 9/25/2025

Current Status: General Government -
Consent

Version: 1

Matter Type: General Agenda Item

- a. Approve and authorize the Library Director or designee to accept a grant from the California State Library for \$9,278 to enhance preservation and disaster preparedness for local history and archival materials; and
- b. Approve and authorize the Library Director or designee to accept non-standard elements of the grant award agreement; and
- c. Approve and authorize the Library Director or designee to accept up to two amendments or increases in this grant award that do not substantially change terms and conditions or increase the grant award more than 20% (\$1,854) for a total not to exceed \$11,132.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Library Director or designee to accept a grant from the California State Library for \$9,278 to enhance preservation and disaster preparedness for local history and archival materials; and
- b. Approve and authorize the Library Director or designee to accept non-standard elements of the grant award agreement; and
- c. Approve and authorize the Library Director or designee to accept up to two amendments or increases in this grant award that do not substantially change terms and conditions or increase the grant award more than 20% (\$1,854) for a total not to exceed \$11,132.

SUMMARY:

Monterey County Free Libraries has been awarded a grant from the California State Library to provide additional preservation and protections for local history and archival collections.

DISCUSSION:

MCFL owns, maintains, preserves, and enables public access to many local history and archival collections. These include print items in various formats, microfilm, photographs, and books focused on Monterey County. Most work to digitize, preserve, house, and protect these materials from disasters is grant funded, with a single half-time Librarian assigned to the collection management and facilitating access for the public. MCFL works both on proactive preservation, such as appropriate housing for materials, and on preparation for disaster, such as having materials and training on preserving materials that get wet.

The California State Library has initiated a series of Groundwork Grants, offering local history and archival collections opportunities for additional protection and preservation. This grant will enable

MCFL to purchase preparedness kits, spill kits, and preservation supplies to continue bolstering preservation of the variety of local history and archival materials in collections kept in various facilities. The grant will also fund 40 hours of time for the Local History Librarian to complete the project. This builds on prior work consulting with an Emergency Preparedness consultant and contributes to preservation and management of these physical collections in our care.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Counsel has reviewed as to form. The Auditor-Controllers Office has approved purchasing methods that meet these grant requirements.

FINANCING:

All direct expenses and 40 hours of time for the Local History and Archives Librarian will be funded by the grant. Other ancillary costs are able to be absorbed into the Library Department's operational budget. The Department's operational budget anticipates grant funding throughout the year, so no additional appropriations are necessary.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

Ongoing public access to Monterey County's history and cultural resources, preserved for future generations.

- 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, x7559

Approved by: Hillary Theyer, Library Director, x7566

Attachments:

Attachment A: Monterey County Free Libraries Groundwork Grant Application
Groundwork Grants Terms and Conditions Agreement



County of Monterey

Item No.

Board Report

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

Legistar File Number: 25-690

October 14, 2025

Introduced: 9/25/2025

Current Status: Draft

Version: 1

Matter Type: General Agenda Item

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- a. Approve and authorize the Library Director or designee to accept a grant from the California State Library for \$9,278 to enhance preservation and disaster preparedness for local history and archival materials; and
- b. Approve and authorize the Library Director or designee to accept non-standard elements of the grant award agreement; and
- c. Approve and authorize the Library Director or designee to accept up to two amendments or increases in this grant award that do not substantially change terms and conditions or increase the grant award more than 20% (\$1,854) for a total not to exceed \$11,132

SUMMARY:

Monterey County Free Libraries has been awarded a grant from the California State Library to provide additional preservation and protections for local history and archival collections.

DISCUSSION:

MCFL owns, maintains, preserves, and enables public access to many local history and archival collections. These include print items in various formats, microfilm, photographs, and books focused on Monterey County. Most work to digitize, preserve, house, and protect these materials from disasters is grant funded, with a single half-time Librarian assigned to the collection management and facilitating access for the public. MCFL works both on proactive preservation, such as appropriate housing for materials, and on preparation for disaster, such as having materials and training on preserving materials that get wet.

The California State Library has initiated a series of Groundwork Grants, offering local history and archival collections opportunities for additional protection and preservation. This grant will enable MCFL to purchase preparedness kits, spill kits, and preservation supplies to continue bolstering

preservation of the variety of local history and archival materials in collections kept in various facilities. The grant will also fund 40 hours of time for the Local History Librarian to complete the project. This builds on prior work consulting with an Emergency Preparedness consultant and contributes to preservation and management of these physical collections in our care.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Counsel has reviewed as to form. The Auditor-Controllers Office has approved purchasing methods that meet these grant requirements.

FINANCING:

All direct expenses and 40 hours of time for the Local History and Archives Librarian will be funded by the grant. Other ancillary costs are able to be absorbed into the Library Department's operational budget. The Department's operational budget anticipates grant funding throughout the year, so no additional appropriations are necessary.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

Ongoing public access to Monterey County's history and cultural resources, preserved for future generations.

- 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, x7559

Approved by: Hillary Theyer, Library Director, x7566

Attachments:

Groundwork Grants Terms and Conditions Agreement

Monterey County Free Libraries Groundwork Grant Application

Monterey County Free Libraries



noKYklzp

Application details

Deadline Reminder: Applications will be accepted through **June 2, 2025**.

Eligibility Criteria

To be eligible to apply, your organization must be established in California as one of the following:

- **Nonprofit** organizations classified as a tax-exempt 501(c)(3)
- **Accredited institutions of higher education** (public or nonprofit)
- **Local governments** in California and their agencies
- **Federally-recognized Native American Tribal governments** located and administered in the state of California

Additionally, organizations must possess a collection of documents, books, publications, artifacts, recordings, digital materials, and/or other sources relevant to the history and culture of California. The materials should be accessible at least to their communities of origin, preferably to the broader public. We recognize that in certain contexts, physical or cultural considerations may not allow for full, open use of sources.

- Cities, counties, or other organizations seeking funding for multiple departments or sub-units *must submit a separate application* for each such entity. Sub-units must be clearly distinctive, with separate collections in different physical locations and administered by separate personnel.

I confirm that my organization meets the eligibility criteria for this grant.

Monterey County Free Libraries

Organization Information

Organization name

Organization Type

Local government/agency in CA

Organization Address

188 Seaside Circle
Marina, CA 93933

Organization Mailing Address (**no P.O. boxes**)

188 Seaside Circle
Marina, CA 93933

Organization's Employer Identification Number (EIN) 94-6000524

Name of Parent Organization/Institution/Agency (if applicable) Monterey County

Project Director Joanne Krajeski

Project Director name

Project Director email krajeskij@countyofmonterey.gov

Phone number +18318837512

Grant Administrator Same as above (Project Director)

Requested Services and/or Fundable Activities

- ✓ Disaster recovery & spill kits
- ✓ Preservation supplies
- ✓ Staff training opportunities
- ✓ Supplies, equipment, or hardware for minor, immediate building maintenance, repairs, storage, or security needs

Place a check mark by the category(ies) of eligible activities and costs for which you are seeking support.

Underserved/Under-Represented Communities

- ✓ Asian American and Pacific Islander
- ✓ Farmworkers
- ✓ Rural communities

Place a check mark by any community category whose contributions to California history and culture would be better preserved by the project.

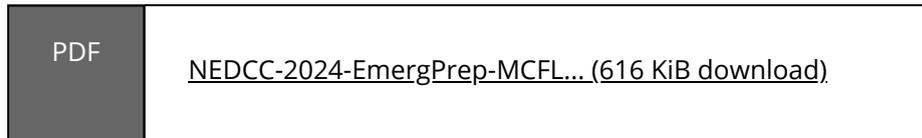
Assessment of Emergency Readiness

Our organization received an assessment from a Ready or Not consultant.

Place a check mark for the category that pertains to you. For more information on receiving a Ready or

Not assessment, please contact
CAready@nedcc.org or call (855)
501-3020.

File Upload: Assessment of Emergency Readiness



Please check one of the following:

My organization has never received an award from Groundwork Grants.

Project Mission

Provide your organization's mission, along with a broad description of the collection that would be preserved. Offer any highlights of materials that illustrate the importance of the sources and the audience(s) they serve; identify the underserved California cultural heritage community(ies) most substantially represented in the collections, noting any exemplary sources.

The mission of the Monterey County Free Libraries (MCFL) is to provide ideas, inspiration, information, and enjoyment to our community, ensuring that everyone has the opportunity to achieve their potential and pursue happiness.

Monterey County has a rich history filled with stories, documents, and artifacts from the area's native peoples, early Spanish and Mexican settlers, the agricultural labor movement, and the diverse communities, including military personnel, that formed around Fort Ord and other locations. Monterey County Free Libraries (MCFL) has a highly sought-after local history collection that is invaluable to writers and researchers documenting the historical narratives of various areas in Monterey County. MCFL has contributed to several publications on Monterey's history. This collection provides a unique perspective on the role of Monterey County in California's history.

MCFL's archive includes an array of materials, such as obituaries, news clippings, documents, letters, photographs, books, periodicals, directories, postcards, newspapers, maps, pamphlets, microfilm, DVDs, and videos that chronicle California's history, with a particular focus on Monterey County. The main collection is housed in the library's administrative offices, separate from the Californiana collection located at the Prunedale Branch Library. Many of the branch libraries also have smaller local history collections available on-site.

Project Rationale

Discuss the rationale for the project, including key preservation and emergency readiness concerns your organization faces, such as environmental, natural disaster, security, or other threats that need to be addressed.

Note any disaster-related damage that your collection has previously experienced; highlight any sources that are particularly at risk of loss or deterioration.

In May 2024, Caroline Whyler from the NEDCC completed an Emergency Preparedness Consultation report for the Ready-Or-Not Cultural Heritage Emergency Preparedness Project. This report, which is included with our application, highlights the urgent need for disaster preparedness at MCFL.

The consultation was initiated by Jennifer Smith, the former local history librarian, who recognized the critical importance of disaster preparedness, especially given MCFL's locations, which are vulnerable to fires, flooding, tsunamis, and earthquakes. As the newest member of the MCFL local history team, Jo Krajeski understands the significance of being prepared and wants to continue the work started by her predecessor. She is eager to enhance her education and experience in risk assessment, mitigation, disaster response, and recovery.

The MCFL staff and Ms. Whyler identified several regional risks that could impact the facility, including earthquakes, landslides, wildfires, and flooding. They expressed concerns regarding the potential failure of building systems, which could exacerbate flooding risks. In 2022, the Monterey County Office of Emergency Services reported eight fire-related incidents, predominantly wildfires. This situation was aggravated by high heat and drought warnings in the region. Unfortunately, incidents of fire and flooding seem to be increasing.

Following the 2024 consultation, Jennifer implemented several recommendations and made progress in enhancing our disaster preparedness. However, we still need additional assistance in several areas: spill kits, preservation supplies, training, and disaster response supplies. The collection materials are stored inconsistently, and many items require updated archival measures. Additionally, we have two metal filing cabinets, and an at-risk map collection that needs to be elevated off the floor. We require archival furniture and effective storage solutions for this purpose.

Project Personnel

Identify and briefly describe the roles and qualifications of all key project participants, including, for example, the project director, emergency readiness consultants, contractors, digitization partners, community elders or knowledge experts, etc.

Name	Role	Qualifications
1 Joanne Krajeski	Project Director	Joanne holds an MLIS with a focus on archival studies from San Jose State University, and a Bachelor of Science in Information and Library Science. Overseeing the local history collection, she supports disaster response efforts for library collections, and updates evacuation lists and disaster response documents for historical materials.
2 Chris Ricker	Project Support	Assistant Library Director for MCFL, holds an MLS degree, will provide her extensive expertise when needed and would aid in the disaster preparedness of library and historical collections.

File Upload: Resumes

For **key project staff**, including any consultants other than those provided by the program

PDF

[Jo_Krajeski_resume.pdf \(161 KiB download\)](#)

Project Workplan

Provide a timeline, listing key project activities or milestones with projected start and completion dates. Note that **grant expenditures** (all purchases for the grant, such as ordering supplies or registering for a training) **must be completed by the grant deadline of March 31, 2026**. Project activities may continue past the deadline. If you are unsure of your start date, please allow at least 1 month for application review.

	Key Activity	Projected Start Date (MM/DD/YY)	Projected End Date (MM/DD/YY)
1	Purchase & distribute spill kits	07-15-2025	09-25-2025
2	Implement preservation measures on at-risk map collection	07-15-2025	01-26-26
3	Implement preservation measures: AO metal cabinets	07-15-2025	01-26-26
4	Implement preservation measures: historical materials	07-15-2025	01-26-26
5	Staff training with Myriad	07-15-2025	02-26-26

Pre-Arranged Goods & Services

These services are offered directly through Groundwork Grants through pre-selected vendors. Please check the pre-arranged goods and services you are requesting.

Myriad-Provided
Staff Training
Opportunities -
\$500/class



In addition to funding for trainings provided by other organizations, Myriad is offering several online workshops to Groundwork Grant applicants that address specific aspects of disaster readiness. The cost for each Myriad-offered workshop is \$500. Each workshop will take place over the course of two weeks, either in **Aug/Sep, 2025** or **Jan/Feb, 2026** (exact dates TBD post-award). The format will include:

- video lectures

- take-home work
- remote classrooms with other attendees and the facilitator
- a live session with the facilitator for Q&A

Please check the trainings you intend to attend, noting the previously listed dates and that each class costs \$500:

- ✓ Fall 2025: Prioritizing Collections for Emergencies, Including Digital Technology Considerations
- ✓ Winter 2026: Caring for the Building and Establishing Preventive Maintenance, Including Fire Mitigation

✓

Disaster Recovery Kits - \$730.30/set

Preservation specialists often recommend having certain supplies close at hand to assist in rapid response to disasters, particularly water intrusion. Hollinger Metal Edge has developed recovery kits and spill kits that include numerous items often needed for protecting or salvaging collections in the immediate aftermath of disasters, such as aprons; vinyl gloves; slip-on boots with skid-resistant soles; dust masks, cellulose sponges; mop and mop bucket, flashlights, and more. Applicants may request one or more combined sets of these kits, which will also include five water-resistant recovery boxes.

Disaster Kit Quantity	4
How many kits are you requesting?	
Total Disaster Kit Cost (\$)	2921.2
	\$3,921.20

Total Pre-Arranged Goods & Services Cost:

Please add the total cost of your pre-arranged goods and services using the calculated costs above and the price summary below.

Price Summary

- **Project mentorship:** \$3,000
- **Myriad-offered staff training opportunities:** \$500/class
- **Disaster kits:** \$730.30/set
- **Environmental monitoring and alert equipment:** minimum \$5,460

If you are not requesting any pre-arranged goods, please write '0' below.

Please select the proposed goods & services you are requesting:

- ✓ Preservation supplies (\$5,000 limit)
- ✓ Equipment and hardware
- ✓ Staff compensation

Preservation Supplies

!! PLEASE NOTE: This year, Groundwork Grants has a \$5,000 limit on preservation supplies. If you request over \$5,000, you will be asked to resubmit your application.

These may include archival quality containers, protective enclosures, folders, and other materials that may help safeguard physical collections and/or mitigate their deterioration. (See the Resources section of the Guidelines for further information on reputable vendors and budget considerations.)

Note that items such as vacuums, shelving, fire extinguishers, and similar durable tools may be requested in the Equipment section.

	Item	Vendor and/or Website Link	Notes	Cost Estimate (\$)
1	Reinforced Full 1" Tab Legal Size File Folders (100-Pack)	Gaylord	Quantity 4	\$230.76
2	Reinforced Full 1" Tab Letter Size File Folders (100-Pack)	Gaylord	Quantity 2	\$107.50
3	3 mil Archival Polyester L-Sleeves (100-Pack) 8.5x10.5	Gaylord		\$142.69
				Total Preservation Supplies Cost (must not exceed \$5,000) \$2,037.59

4	3 mil Archival Polyester L-Sleeves (100-Pack) 9.5x11.25	Gaylord		\$156.19
5	3 mil Archival Polyester Negative & Photo Sleeves (50-Pack) 4x6	Gaylord		\$24.59
6	International A4 Flip-Top Document Case	Gaylord	Quantity 3	\$59.85
7	Permalife 20 lb. Bond Paper (500 Sheets) Letter	Gaylord	Quantity 2	\$92.50
8	Permalife 20 lb. Bond Paper (500 Sheets) Legal	Gaylord		\$60.65
9	(Maps) Telescoping Roll Storage 80x5'	Gaylord	Quantity 3 (30.19)	\$90.57
10	(Maps) Telescoping Roll Storage 4"	Gaylord	Quantity 4 (27.50)	\$110.00
11	Map Roll Storage Box 4W x 49L x 4"H	Gaylord	Quantity 5	\$174.50
12	Map Roll Storage Box 4W x 49L x 5"H	Gaylord	Quantity 5 (37.59)	\$187.95
13	Gaylord Shipping	Gaylord	Shipping	\$466.85
14	Gaylord Tax	Gaylord	Tax	\$132.99

Total Preservation Supplies Cost (must not exceed \$5,000)
\$2,037.59

Equipment and Hardware

Disaster preparedness assessments often point to immediate, relatively small-scale repairs, adjustments, and equipment replacements that do not require further estimates from a facilities specialist (e.g. window replacement, shelving unit

relocation, storage cabinets, door locks, security cameras, etc.). **Items such as vacuums, shelving, fire extinguishers, and similar durable tools may be requested here.**

	Item	Vendor and/or Website Link	Notes	Cost Estimate (\$)
1	Mobile Roll Cart	https://www.uline.com/Product/Detail/S-13283/Storage-File-Boxes/Mobile-Roll-File-50-Compartment	Improved map storage	\$480.00
2	Uline tax	Uline	Tax	\$44.54
3	Uline Shipping	Uline	Shipping	\$48.18
4	Rolling Base for Museum Cabinets (Maps) 36x18	Gaylord	Improved map storage	\$482.25
5	Rolling Base for Museum Cabinets (Maps) 36x18	Gaylord	cabinet preservation (floor riser)	\$482.25
6	Gaylord Shipping	Gaylord	Tax	\$89.22
7	Gaylord Tax	Gaylord	Shipping	\$330.00
				Total Equipment Cost \$1,956.44

Staff Compensation

Applicants may also request funding to compensate, at least partially, staff who are responsible for leading and/or managing the project. This amount, however, should be no more than **25%** of the cumulative amount requested for other eligible project expenses, and the **total grant request for all project activities may not exceed \$20,000.**

	Name	Role	Estimated # hours on grant-related activities	Cost Estimate
1	Joanne Krajeski	Project Director	40	\$1,362.80
				Total Staff Compensation Cost \$1,362.80

2

0

3

0

Total Staff
Compensation Cost
\$1,362.80

I confirm I have added *estimated* tax and shipping costs (as a separate line item) to my requested proposed goods & services where necessary. ✓

I confirm I have created an itemized list of *specific* goods and services where necessary. ✓

\$5,356.83

Total Proposed
Goods & Services
Cost

Please add your costs from each category and write the total here. If you are not requesting any Proposed Goods & Services, please write '0.'

9278.03

Total Project Cost

This number is calculated from your Total Pre-Arranged and Proposed Goods & Services costs. **It may exceed \$20,000.**

If the total project cost is over \$20,000, please indicate in the notes section below how your organization will pay for the additional costs.

\$9,278.03

Total Amount
Requested

This number may not exceed the maximum award of **\$20,000.**

Log in to groundworkgrants.awardsplatform.com to see complete application attachments.

PDF
Other Supporting Documentation
NEDCC-2024-E... 623 KiB

PDF
Other Supporting Documentation
NEDCC-2024-E... 614 KiB

My applications →

Groundwork Grants I: Terms & Conditions Agreement

Groundwork Grants: Terms and Conditions

Reporting Requirements

Grant recipients are required to provide only final reports, following the completion of their projects. These should consist of both a financial report (including receipts) and a brief narrative report describing project accomplishments.

Reporting Checklist

1. Financial Report:

- a. Invoices, receipts, and any other forms of payment history for goods & services contracted using your Groundwork Grants award
- b. A simple spreadsheet, showing both proposed and actual expenses

2. Narrative Report:

- a. A brief narrative (2-3 paragraphs) describing the work that was done on the project and noting any highlights or unanticipated challenges. Any comments that help us understand the impact of these grants will be especially appreciated.

Publicizing and Acknowledging Your Grant

Grantees are strongly encouraged to publicize their awards and project accomplishments via news releases, social media, presentations, or whatever forms deemed appropriate. In doing so, please acknowledge the source of financial support as follows:

The Groundwork Grants program is administered by the California State Library in partnership with Myriad Consulting and Training and is part of the library's "Ready or Not: California Cultural Heritage Disaster Preparedness Project," funded by the State of California.

Notification Requirements

Please email joana@myriadconsultants.org in case of:

1. Change of Project Director/Grant Administrator
2. Change of project plans (i.e., new disaster-related damages necessitating a change in requested goods and services or proposed timeline)

Unused Funds and Extensions:

At the end of the grant period, the Grantee agrees to return any unexpended or unaccounted for funds to Myriad Consulting & Training, or to submit a written request for a no-cost extension of the grant period. (Funds will also be considered unexpended or unaccounted for if they were used for unintended purposes or otherwise inconsistent with the terms of this agreement.) If an extension of the grant period is needed to complete project activities, a request for approval should be submitted to Myriad no less than 30 days prior to the project end date, identified in the award document.

California State Regulations

Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the DrugFree Workplace Act of 1990 (Gov. Code, § 8350 et. seq.)

Non-Discrimination:

During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Confidentiality and Disclosure:

As with the grant applications, all project communications between the Grantee and Myriad Consulting & Training will be treated as confidential; access to reports or other materials submitted by Grantees will be restricted to program staff from Myriad and designated liaisons from the California State Library, the program's funding partner. Grantees will be identified periodically in public announcements from either Myriad or the California State Library. In the event that program staff wish to publicize specific materials shared, approval will be sought from such Grantees. Aggregated data about all projects will be provided to the California State Library and may be used in

reporting about or publicizing the grant program. As noted above, Grantees are, themselves, encouraged to publicize the receipt of their awards and accomplishments of their projects.

Communication

We are eager for you to succeed in your project and want to be of assistance in whatever ways we can. Please direct any and all questions to: Joana Stillwell, Program Officer, joana@myriadconsultants.org.

Draw

Type

Upload

Clear

I accept the terms of this agreement



County of Monterey

Item No.34

Board Report

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

Legistar File Number: 25-701

October 14, 2025

Introduced: 9/29/2025

Current Status: General Government -
Consent

Version: 1

Matter Type: General Agenda Item

Approve and authorize the Contracts & Purchasing Officer or designee to execute retroactive Agreement with Smile Business Products, Inc., to provide multi-function copiers and service to the Agricultural Commissioner, for the period of July 1, 2025 to June 30, 2028 in an amount not to exceed \$76,150.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Contracts & Purchasing Officer or designee to execute retroactive Agreement with Smile Business Products, Inc., to provide multi-function copiers and service to the Agricultural Commissioner, for the period of July 1, 2025 to June 30, 2028 in an amount not to exceed \$76,150.

SUMMARY/DISCUSSION:

The Agricultural Commissioner's office is recommending the approval of this Agreement for a multi-year lease with Smile Business Products, Inc. to provide multi-function copiers and service to the Agricultural Commissioner. The purpose of this agreement allows increased functionality to staff while reducing costs to the department in maintaining of hardware devices which are aging and in need of replacement.

This agreement is retroactive due to the time taken to determine overall current and future needs of the department and negotiate with vendor for appropriate service levels.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Office of the County Counsel-Risk Management and the Auditor-Controller's Office have reviewed this Agreement as to legal form, liability and fiscal provisions, respectively.

FINANCING:

The funds are contained in the Agricultural Commissioner's Budget for fiscal year 2025-2026. There are no changes to appropriations. Ongoing funding is subject to availability as determined through the County's annual Adopted Budget review and approval process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

- 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: Henry Esler, Finance Manager I, x7381
Approved by: Juan Hidalgo, Agricultural Commissioner, x7301

Attachments:
Agreement with Exhibit A & B



County of Monterey

Item No.

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Board of Supervisors
Chambers
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- Dynamic Organization and Employer of Choice

Prepared by: Henry Esler, Finance Manager I, x7381

Approved by: Juan Hidalgo, Agricultural Commissioner, x7301

Attachments:

Agreement with Exhibit A & B

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:
Smile Business Products, 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: Support and maintenance of multi-function copiers; models Sharp BP-70C31 & Sharp BP-70C45, to be located at 1428 Abbott St., Salinas, CA 93901 and 29B Bishop St., Pajaro, CA 95076, including parts, labor, drums, toner, and staples.

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: \$ 76,150.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 01, 2025 to June 30, 2028, 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

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 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.
- 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:
Henry Esler, Finance Manager	Scott Harvey, Account Manager
_____ Name and Title	_____ Name and Title
1428 Abbott St., Salinas, CA 93901	40 Clark St., Unit H, Salinas, CA 93905
_____ Address	_____ Address
831-759-7381	831-858-1474 x1099
_____ 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 *****



County of Monterey

Item No.35

Board Report

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

Legistar File Number: A 25-405

October 14, 2025

Introduced: 10/2/2025

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Authorize the Chief Information Officer to execute retroactively a non-standard Agreement with Insight Investments LLC for financing of Palo Alto Networks software licensing and hardware, and related equipment, maintenance recurring yearly charges in an amount not to exceed \$1,692,896 for the term of October 1, 2025 through October 31, 2029; and
- b. Authorize the Chief Information Officer, or his designee, to execute order forms and such documents on an as-needed basis necessary to implement the non-standard Agreement with Insight Investments LLC; and
- c. Accept non-standard contract provisions as recommended by the Chief Information Officer; and
- d. Authorize the Chief Information Officer or his designee the option to extend the agreement up to two (2) additional one (1) year periods through October 31, 2031 and sign associated Order Forms, provided that the total additional total costs do not exceed ten percent of the prior year's cost, with a maximum total increase of \$782,118 for a total agreement not to exceed amount of \$2,475,104 and as long as the Order Forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize the Chief Information Officer to execute retroactively a non-standard Agreement with Insight Investments LLC for financing of Palo Alto Network software licensing and hardware, and related equipment, maintenance recurring yearly charges in an amount not to exceed \$1,692,896 for the term of October 1, 2025 through October 31, 2029; and
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SUMMARY:

The Information Technology Department (ITD) is seeking approval for the financing of the standardized County network firewall that has state-of-the-art security products made by Palo Alto Networks, Inc. (Palo Alto Networks). Insight Investments LLC is the financial service that works with Digital Scepter Corporation (Digital Scepter) an existing County data security vendor currently in place with ITD. The proposed agreement will facilitate the financing for the continued procurement of security equipment, maintenance charges, and a wide range of security services offered through Digital Scepter.

DISCUSSION:

Insight Investments LLC is an authorized financial partner of Digital Scepter which specializes in Palo Alto Networks software security systems and is highly recommended by the manufacturer to assist in product maintenance and support. ITD was approved for sole source procurement with Insight Investments October 2025.

The proposed non-standard agreement provides for financing of procured Palo Alto licensing and hardware, maintenance of Palo Alto Networks software and related equipment, Palo Alto Network updates and upgrades in addition to Palo Alto related products and services such as Falco Audits, security related products such as Plixir.

The Chief Information Officer recommends approval of non-standard provisions through Insight Investments LLC financing for Digital Scepter purchasing of Palo Alto Networks security systems and maintenance recurring yearly charges. The continued supportability, intimate knowledge and understanding of the County's data network security that Digital Scepter has acquired are essential to protect County data.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

Contracts & Procurement approved the proposed agreement with Insight Investments LLC as a sole source agreement. County Counsel has reviewed the agreement and approves as to form. Auditor-Controller's Office reviewed the agreement but does not agree to the non-standard payment provisions. Clerk of the Board note that there is an original agreement number of A-16082 from the Board Order for Digital Scepter.

FINANCING:

The funds for payment of the cost of this Agreement have been included in the Fiscal Year 2025-2026 Approved Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002. All future year costs will be included in the Requested Budget for each respective fiscal year.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

The products and services provided pursuant to this agreement will enable ITD to provide the County with a robust, secure, and user-friendly data network, and will continue to protect individual County department data over a wide area network.

____ Well-Being and Quality of Life

- X Sustainable Infrastructure for the Present and Future
- Safe and Resilient Communities
- Diverse and Thriving Economy
- Dynamic Organization and Employer of Choice

Prepared by: Teresa Meister, Management Analyst II, 759-6938

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:

Master Lease Agreement
Digital Scepter Quote 9011
Insight Essential Use Form
Sole Source



County of Monterey

Item No.32

Board Report

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

Legistar File Number: A 25-405

October 14, 2025

Introduced: 10/2/2025

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Agreement

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- 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: Teresa Meister, Management Analyst II, 759-6938

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:

- Master Lease Agreement
- Digital Scepter Quote 9011
- Insight Essential Use Form
- Sole Source

**CERTIFICATE OF INCUMBENCY
FOR
MASTER LEASE AGREEMENT NO. 9851 DATED AUGUST 1, 2025
BETWEEN INSIGHT INVESTMENTS, LLC AND
COUNTY OF MONTEREY (“Company”)**

Effective as of August 1, 2025, the undersigned officer of the Company certifies to the following:

- I am an officer of the Company having access to the original books and records of said corporation and I am authorized to make and deliver this Certificate.
- The authority conferred herein is not inconsistent or in conflict with any organizational documents or other applicable agreements and is within Company’s power and authority.
- The representatives of the Company named below have been duly appointed to and currently hold the position of the Company set forth opposite their name.
- The representatives designated below have been given authority to act on behalf of and to bind the Company to execute the above-referenced Master Lease Agreement, related Schedules and/or ancillary documentation (all such documents collectively referred to as “Agreement(s)”), and, if utilized, have authority to execute such Agreements (including this Certificate) by use of their electronic signature.

NAME OF EXECUTING OFFICIAL <i>(Official who signs the documents)</i>	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL

- Lessor and its assigns may rely on the use of any person’s electronic signature on any Agreement, including this Certificate, without undertaking any independent investigation or inquiry.

COMPANY AGREES THAT AN ELECTRONIC COPY WITH ELECTRONIC SIGNATURE MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW

COUNTY OF MONTEREY
Attest By:
Title:
Date:
<i>This Certificate must be certified by an officer other than the above-authorized signer(s).</i>

MASTER LEASE AGREEMENT NO. 9851

This Master Lease Agreement (“Master Lease”) dated August 1, 2025 is made by and between Insight Investments, LLC, (“Lessor”), a Delaware limited liability company, 611 Anton Blvd., Suite 700, Costa Mesa, California 92626, and County of Monterey (“Lessee”) a body corporate and politic existing under the laws of the State of California with offices at 1590 Moffett Street, Salinas, California 93905. This Master Lease shall be effective from the date hereof.

1. Schedules . Lessee agrees to lease from Lessor the Equipment described in each related Schedule which is executed pursuant to this Agreement. Lessor and Lessee may enter into one or more Schedules for the lease of Equipment. A Schedule may also include the financing of Intangibles. Each Schedule will constitute a separate agreement with respect to that transaction and will specify details and any special terms applicable to that Schedule. In the event of any conflict between this Master Lease and a Schedule, the Schedule will govern.

2. Term and End of Term Options. On the Acceptance Date, Lessee shall execute and deliver a Certificate of Acceptance and shall thereafter be bound to perform its obligations under the Schedule, and the term of the Schedule will begin and continue through the Base Term, and thereafter until terminated by either party upon the expiration of the applicable written Notice Period. No termination of a Schedule under this Section shall be effective prior to the expiration of the Base Term.

End of Term Options. As long as no Event of Default has occurred and is continuing and provided Lessee has given written notice to Lessor of its decision to exercise one or more of the following options at least 90 days prior to the expiration of the Base Term, Lessee will have the right to exercise the following options:

- a) **Month to Month Extension Option.** Lessee may extend the Base Term covering all or any complete system of Equipment on a month to month basis. The Rent required to be paid during said extended period will be at the same rate in effect at the expiration of the Base Term.
- b) **Fair Market Value Fixed Term Extension Option.** Lessee may extend the Base Term covering all or any complete system of the Equipment. The Rent required to be paid during said extended period shall be equal to the Fair Market Value of the Equipment over the extended period.
- c) **Fair Market Value Purchase Option.** Lessee may purchase all or any complete system of Equipment for an amount equal to the Fair Market Value plus applicable taxes on the date of the expiration of the Base Term (the “Purchase Date”). Title to the purchased Equipment will pass to Lessee on the Purchase Date provided Lessee has paid all amounts then due under the Schedule and the full purchase price and taxes.
- d) **Return Option.** As required in Section 8, Lessee shall return all or any complete system of Equipment that has not been renewed or purchased as set forth in subsections (a), (b) or (c) of this Section 3. In the event of a partial Equipment return or purchase, upon the expiration of the Base Term or any renewal period thereafter, the subsequent periodic invoices will be adjusted to reflect such partial return or purchase; however, no adjustment will be made for the billing cycle in which the Equipment is returned or purchased.

Like Kind Exchange. With respect only to personal computers, laptop computers, tablet computers and printers, Lessee shall have the right to return “Like Equipment” (as defined below), in complete systems, in lieu of returning all or any of the equipment types described above. Like Equipment shall mean replacement equipment which is (i) lien free; (ii) of the same or similar model, type, configuration, manufacturer, and equal to or greater performance level as the Equipment being substituted, as determined by Lessor, and (iii) acquired by the Lessee in the ordinary course of business and not for the purposes of being substitute equipment under this provision. Clean title to the Like Equipment shall vest in Lessor and clean title to the Equipment being replaced shall vest in Lessee.

If Lessor has not received Lessee’s notice of exercise of the foregoing options in a timely manner, then the applicable Schedule will renew on a month to month basis in accordance with the lease terms then in effect until the completion of the Notice Period.

3. Rent and Nonappropriation. Rent is due and payable in advance on the first day of each Rent Interval at such address that Lessor or its Assignee may designate in writing. Interim Rent shall be due and payable upon invoicing.

Lessee reasonably believes that legally available funds in an amount sufficient to pay the Rent for the Base Term can be obtained. Lessee will do all things within its power to obtain, maintain, and properly request and pursue funds from which the rental payments may be paid including: (i) making provisions for the rent payments to the extent necessary in each annual budget submitted for the purpose of obtaining funding; (ii) using its best efforts to have such portion of the budget approved; and (iii) exhausting all available means in the event such portion of the budget is not approved. If either no funds or insufficient funds are appropriated for the rental payments due under any Schedule, then Lessee shall have the right to terminate the applicable Schedule effective upon the start of the fiscal year for which such funding was not received. Lessee must give Lessor ninety days notice of any such termination and will provide a written certification that funds have not been appropriated and that such nonappropriation did not result from any act or failure to act by the Lessee.

Lessor and Lessee understand and intend that the obligation of Lessee to pay the Rent under each Schedule shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contraventions of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

4. Taxes. Lessee will pay or reimburse Lessor for all taxes, fees or other charges imposed by any local, state or federal authority or any other taxing authority (together with any related interest or penalties not due to the fault of Lessor) arising in connection with the Equipment, this Master Lease and any Schedule entered into hereunder except for those taxes which both Lessor and Lessee are able to claim as exempt based upon a valid exemption certificate or other similar documentation. Lessor shall be responsible for filing all personal property tax returns.

5. Net Lease. Each Schedule constitutes a net lease. Lessee’s obligations (i) to pay Rent and all other amounts due hereunder and (ii) to perform all other Lessee obligations hereunder are absolute, non-cancellable and unconditional and are not subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment for any reason other than pursuant to the nonappropriation provisions set forth in Section 3.

6. Title and Assignment. Lessee acknowledges and agrees that Lessor owns the Equipment. Lessee’s interest is a possessory interest only, Lessee obtains no title to such Equipment, and Lessee holds the Equipment subject to and subordinate to the rights of Lessor and any Assignee. In order to perfect Lessor’s security interest in the Equipment in the event a Schedule is determined to be a lease intended as security, Lessee grants Lessor a security interest in the Equipment to secure all obligations of Lessee to Lessor and authorizes Lessor to prepare, execute and file, in Lessee’s name, UCC financing statements confirming and perfecting such interests in the Equipment. Until all obligations of Lessee to Lessor with respect to a Schedule are satisfied in full, Lessee will not file a termination of any financing statement filed by Lessor with respect to the Schedule. Lessee will give Lessor at least thirty (30) days prior written notice of any change in Lessee’s name, form of organization or jurisdiction of formation. Lessee will, at its expense, keep the Equipment free and clear from any liens or encumbrances of any kind (except any caused by Lessor) and will indemnify and hold Lessor and any Assignee harmless from and against any loss caused by Lessee’s failure to do so. Upon request, Lessee will mark the Equipment indicating Lessor’s interest.

Lessor will be entitled to sell, assign, or transfer, in whole or in part, its interest in a Schedule, the receivables and/or the Equipment thereunder or grant a security interest in and to a Schedule and/or the Equipment to an Assignee. The Assignee may exercise all of Lessor’s rights, but Lessor will remain solely responsible for the

performance of its obligations hereunder unless consented to in writing by Lessee. Lessee consents to and upon request will acknowledge such assignment in a written notice provided by Lessor to Lessee. Upon request, Lessee will provide (i) a secretary's certificate of incumbency and authority, (ii) a legal opinion relating to the representations contained in Section 12, (iii) audited financial statements, and (iv) any other documentation reasonably requested by Lessor. Lessor acknowledges that any assignment or transfer by Lessor permitted hereunder shall not materially change Lessee's duties or obligations under this Agreement or materially increase the burdens or risks imposed upon Lessee. To the extent permitted by law, Lessee waives, and shall not assert against any Assignee any right or claim that Lessee may have against Lessor or any third party and will pay all Rent and other amounts due under each Schedule without any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment.

7. Selection, Care, Use and Maintenance. Lessee acknowledges that it has selected the Equipment and specified its configuration based on its own judgment and that it does not rely on any representations made by Lessor.

Lessee will maintain the Equipment in good operating order and appearance (ordinary wear and tear excluded) and will use the Equipment only in connection with its business operations and for the purposes for which it was designed and in compliance with all applicable manufacturer operating standards. If commercially available, Lessee will maintain a contract for the maintenance of the Equipment throughout the term of the applicable Schedule. Lessor shall have the right to inspect the Equipment to assure proper maintenance. It is the responsibility of the Lessee to recertify the Equipment as eligible for manufacturer's maintenance at the expiration of the lease term if such Equipment is capable of recertification. The lease term will continue on the same terms until such certification has been obtained. The foregoing requirements to obtain a maintenance contract and to recertify the Equipment shall not apply to personal computers, laptop computers, tablet computers and printers.

Lessee will not permit any additions, improvements, variations, modifications or alterations of any kind to be made to the Equipment without Lessor's prior written consent.

8. Transportation, Return and Data Security. Lessee assumes the full expense of transportation and in-transit insurance to Lessee's premises and for installation of the Equipment.

Upon the expiration or termination of a Schedule, Lessee will, at its expense, deinstall, pack and ship the Equipment to Lessor in accordance with the manufacturer's specifications and Lessor's instructions including compliance with any additional return provisions specified in the applicable Schedule. Lessee will return the Equipment in the condition required under Section 7 to a location directed by Lessor. If the Equipment is not returned in the required condition and in a timely manner, then the notice of termination will be deemed void, and the Schedule shall continue in accordance with its terms.

Prior to any return of Equipment hereunder on which any data or information is stored, recorded or contained therein (collectively, "Data"), Lessee agrees at its sole cost and expense, to permanently destroy, delete and remove all Data (including any sensitive Data belonging to Lessee or its customer/clients/patients). The removal of Data may be done directly by Lessee or by a third party. Lessor's affiliated entity offers a data removal service which Lessee may contract for under a separate agreement. Lessee retains the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. Lessor has absolutely no liability for any data or information that Lessee fails to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after removal of Data and must be in the condition as specified above.

9. Relocation or Assignment by Lessee. Throughout the term of the applicable Schedule, Lessee will keep the Equipment at the site(s) designated in the Schedule or at such other address within the continental United States as Lessor may from time to time approve in writing prior to such relocation.

LESSEE SHALL NOT (A) SELL, ASSIGN OR TRANSFER THIS MASTER LEASE OR ANY SCHEDULE, OR ANY RIGHTS, INTERESTS OR OBLIGATIONS HEREUNDER OR

THEREUNDER, OR THE EQUIPMENT SUBJECT THERETO OR (B) SUBLEASE, RENT OR PERMIT ANYONE OTHER THAN LESSEE TO USE THE EQUIPMENT. Any purported sale, assignment, sublease, transfer or other disposition in violation of this Section will be of no force and effect.

10. Risk of Loss and Insurance. Effective upon delivery, Lessee will bear the risk of and indemnify Lessor against loss, theft or destruction of or damage to the Equipment. Lessee will carry casualty insurance for the Equipment in an amount not less than the Casualty Value and shall carry comprehensive general liability and property damage insurance in amounts of not less than \$1,000,000.00 per occurrence covering Lessee, the Equipment and its use. Lessee will also carry breach of warranty insurance. All insurance policies will (i) name the Lessor and its Assignees as loss payees for casualty coverage and additional insureds for liability coverage, (ii) include breach of warranty coverage for Lessor and its Assignees, and (iii) will provide for at least 30 days prior written notice to Lessor and its Assignees of cancellation or expiration. At Lessor's request, Lessee shall deliver to Lessor certificates or other proof of insurance evidencing the required coverages.

Lessee will promptly repair any damaged Equipment at its expense, unless such Equipment has suffered a Casualty Loss. If the Equipment has suffered a Casualty Loss, Lessee will notify Lessor within fifteen (15) days of such Casualty Loss and Lessee will replace the damaged Equipment with Equipment of the same manufacturer model, type, feature and configuration, and marketable title in such replacement Equipment will vest in Lessor free and clear of all liens and encumbrances, except the interest of Lessee under the Lease.

There will be no abatement of any Rent, or any other amounts owed to Lessor under a Schedule, as a result of any loss, theft, destruction or damage to the Equipment.

11. Indemnification. To the extent permitted by State law, Lessee will indemnify and hold Lessor, and Assignee harmless, on an after tax basis, from and against any and all claims, costs, expenses, damages, personal injury damages, property damages and liabilities, including reasonable attorneys' fees, arising in connection with any item of Equipment or the Schedule including, without limitation, the ownership (for strict liability in tort only), possession, control, selection, leasing, maintenance, operation, return, or other disposition and use of the Equipment any defects therein or any intellectual property infringement. The Lessee, however, will not be responsible for injury directly attributed to the intentional or grossly negligent acts or omissions of the indemnified party, its employees or agents.

12. Representations and Warranties. Lessee represents and warrants that (i) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the state where the Lessee is located (the "State") with full power and authority to enter into this Agreement and any Schedule entered into hereunder, (ii) Lessee has duly authorized the execution and delivery of the Master Lease and any Schedule by proper action of its governing body at a meeting duly called and held in accordance with State law or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of the Master Lease and each Schedule, (iii) Lessee has complied with public bidding requirements as required, (iv) during the Base Term or any extension thereof, the Equipment will be used by Lessee solely for the purpose of performing essential government or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority, (v) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue each Schedule, (vi) the Master Lease and each Schedule constitute legal, valid and binding agreements of the Lessee enforceable in accordance with their terms, and (vii) the Equipment is personal property and will not become fixtures under applicable law.

13. Default. The occurrence of any one or more of the following Events of Default constitutes a default under a Schedule:

(i) Failure of Lessee to pay Rent or any other amounts when due, if that failure continues for ten (10) days; (ii) Failure of Lessee to perform any other term or condition of this Master Lease or the Schedule, if that failure continues for thirty (30) days; (iii) Any representation or warranty by Lessee or any guarantor of Lessee's obligations proves to have been false or misleading when made; (iv) An assignment

by Lessee for the benefit of creditors, the failure by Lessee to pay its debts when due, the insolvency of Lessee, the filing by Lessee or the filing against Lessee of any petition under bankruptcy or insolvency law, or the appointment of a trustee or other officer with similar powers, the liquidation of Lessee, or the taking of any action for the purposes of the foregoing; (v) Lessee dissolves or ceases to do business as a going concern or sells all or substantially all of its assets; (vi) Lessee or any guarantor of Lessee's obligations under a Schedule permits or suffers a change in its controlling ownership from the date of the applicable Schedule without Lessor's prior written consent; (vii) The occurrence of an Event of Default under any Schedule or other agreement with Lessor or its Assignee; (viii) Any guarantor of Lessee's obligations under a Schedule becomes subject to any of the events or occurrences set forth in subsections (iv) or (v).

14. Remedies. Upon the occurrence of any of the above Events of Default, Lessor may at its option exercise one or more of the following rights:

(i) enforce Lessee's performance of the provisions of a Schedule by appropriate court action in law or in equity; (ii) terminate the Schedule without terminating Lessee's obligations thereunder; (iii) recover from Lessee any damages or expenses, including Default Costs; (iv) to the extent permitted by law, recover all sums due and accelerate the present value of the remaining payment stream of all Rent due under the applicable Schedule (discounted at the lower of 2% or the rate at which the applicable Schedule was financed with an Assignee) together with all Rent and other amounts currently due as liquidated damages and not a penalty which shall be immediately due and payable; (v) enter Lessee's premises to remove and repossess the Equipment without being liable for damages (except those resulting from its negligence) or if the Equipment cannot be repossessed, then recover from Lessee the Fair Market Value of the applicable Equipment subject to the Event of Default; and (vi) pursue any other remedy permitted by law or equity. No remedy is intended to be exclusive, but each right may be enforced concurrently or individually.

15. Mitigation. Upon return of the Equipment pursuant to Section 14, Lessor will use reasonable efforts in accordance with its normal business procedures (without any obligation of priority) to mitigate its damages as described below. **LESSEE WAIVES ANY RIGHTS CONFERRED BY STATUTE WHICH MAY REQUIRE LESSOR TO MITIGATE ITS DAMAGES OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES STATED HEREIN.** Lessor may sell or lease the Equipment on a public or private basis. The net proceeds for any such transaction will be determined based upon the following: (a) if sold, the cash proceeds of the sale, less the Fair Market Value of the Equipment at the end of the Base Term and less the Default Costs; or (b) if leased, the present value (discounted at three percent over the prime rate as referenced in the Wall Street Journal at the time of the mitigation) of the rentals for a term not to exceed the remainder of the Base Term at the time of default, less the Default Costs. The proceeds of mitigation, if any, will be applied against liquidated damages due to Lessor. If the net proceeds available after the permitted deductions are less than the amounts due and owing to Lessor under Section 14, Lessee shall be liable for the deficiency.

16. Lessor Warranty and Assignment of Manufacturer Warranties. Lessor (and Assignee) warrant to Lessee that so long as Lessee is not in default, neither party will disturb Lessee's quiet and peaceful possession, and unrestricted use of the Equipment or any Intangibles.

To the extent possible, Lessor will assign to Lessee any manufacturers' warranties relating to the Equipment. Lessee may interact directly with the manufacturer to receive complete documentation relating to the manufacturer warranties and any disclaimers and limitations thereon.

17. Disclaimers, Limitations and Waivers. LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT AND, EXCEPT AS SET FORTH IN SECTION 16 OF THE MASTER LEASE, MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE.

Lessor is not responsible for any liability, claim, loss, damage or expense of any kind (including strict liability in tort) caused by the Equipment, except for any loss or damage caused by the negligent acts of Lessor.

LESSOR SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE WILL BE CONFERRED ON LESSEE UNLESS EXPRESSLY GRANTED IN THIS MASTER LEASE OR SCHEDULE.

ARTICLE 2A MAY APPLY TO A SCHEDULE AND LESSEE MAY HAVE CERTAIN RIGHTS THEREUNDER. IF SO, LESSEE ACKNOWLEDGES THAT SUCH A SCHEDULE IS A FINANCE LEASE AS DEFINED IN UCC SECTION 2A-103. TO THE EXTENT PERMITTED BY LAW, LESSEE HEREBY WAIVES ANY RIGHTS OR REMEDIES LESSEE MAY HAVE UNDER UCC SECTIONS 2A-508 THROUGH 522 INCLUDING, WITHOUT LIMITATION, RIGHTS OF REJECTION, REVOCATION, CANCELLATION, AND RECOVERY FOR BREACH OF WARRANTY.

18. Miscellaneous.

A. Purchase Orders. Lessee may issue a purchase order to Lessor for administrative purposes only. Terms and conditions on Lessee's purchase order or other acknowledgment form, which are in addition to, or in conflict with this Agreement, will be of no force or effect.

B. Purchase Authorization. With respect to any equipment as to which (i) Lessee has issued a purchase order to Lessor or (ii) Lessee and Lessor have executed a letter of intent, proposal or similar agreement outlining the cost, rent, term and other provisions, and providing for such equipment to be leased under a Schedule hereto, Lessee agrees that: (a) Lessor may order such equipment from a manufacturer or vendor thereof in Lessor's own name, and (b) in such case, Lessee will indemnify and hold Lessor harmless from and against all claims, actions and/or demands of said manufacturer or vendor resulting from any cancellation or termination of said purchase order in the event that the lease financing of said Equipment contemplated by the letter of intent, proposal or similar agreement is not consummated.

C. Licensed Products and Intangibles. Lessee will not obtain from Lessor any title to or right to use any third party software which may be provided in connection with the Equipment. It is Lessee's responsibility to obtain any required license from the licensor. Any rent attributable to Lessor's financing of Intangibles will be paid under this Master Lease as Rent subject to the provisions of Section 5 regardless of Lessee's dissatisfaction with the performance or quality of the Intangibles. Lessee acknowledges that all Intangibles are provided directly to Lessee by a third party, and not by Lessor.

D. Relationship. Each party is an independent contractor and, except as expressly set forth herein will have no authority to bind or commit the other party. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties.

E. No Waiver. The waiver by either party of a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of the remaining provisions.

F. Notices. Any notice, request or other communication under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail to the address set forth above or, one (1) day after such notice is sent by overnight delivery. The end of lease notice required under Section 2 may be provided by Lessee by (i) an electronic transmission utilizing Lessor's Asset Management Online System (AMOS) or (ii) via email addressed to eol_notice@ifleasing.com. Each party adopts its signature on the electronic transmission methods described above as its original signature and agrees that such notification methods will have the same effect as if the document had been signed and delivered by mail or in person.

G. Survival. Those terms and conditions which would, by their meaning or intent, survive the expiration or termination of any Schedule will so survive.

H. Entire Agreement. This Master Lease and each Schedule represents the entire agreement between the parties and supersedes all oral or other written agreements or understandings between the parties concerning the Equipment. This Master Lease and each Schedule may not be modified unless in writing and signed by the party against whom enforcement of the modification is sought. If any provision of this Master Lease or any Schedule is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

I. Law. THIS MASTER LEASE AND EACH SCHEDULE IS GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE'S DOMICILE WITHOUT REGARD TO ITS CONFLICT OF LAWS

PROVISIONS. All parties agree that no convention of the United Nations, including the Convention on Contracts for the International Sale of Goods, shall apply to a Schedule. If there is any dispute or litigation as a result of this Agreement, the prevailing party will be entitled to reasonable attorney’s fees. TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY TO THE EXTENT SUCH RIGHT MAY BE WAIVED.

J. Counterparts. This Master Lease and any Schedule may be executed in counterparts, each of which shall be deemed an original, with all of the counterparts together constituting one and the same instrument.

K. Binding Effect. This Master Lease shall be binding upon and shall inure to the benefit of Lessor, Lessee and their respective successors and permitted assigns.

L. Lessor’s Discharge of Lessee’s Obligations. If Lessee fails to comply with any provision of a Schedule, Lessor has the right, but not the obligation, to effect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies advanced or extended by Lessor, and all expenses incurred by Lessor in affecting such compliance, shall be paid by Lessee to Lessor on the first day of the next Rent Interval. No such performance by Lessor shall be deemed a waiver of any rights or remedies of Lessor or be deemed to cure the default by Lessee.

M. Affiliates. Lessor and Lessee (or any of Lessee’s Affiliates) may enter into one or more Schedules for the lease of Equipment. If the Schedule is executed by an Affiliate of Lessee, then such Affiliate shall be deemed the “Lessee” hereunder with respect to that Schedule. **The Master Lessee will, without notice, be jointly and severally liable for the due performance of the obligations of its Affiliates under all Schedules executed hereunder, including without limitation, all terms and conditions negotiated by its Affiliate.**

N. Electronic Chattel Paper. Lessor and Lessee agree that the written version of this Master Lease and any Schedule hereto containing the original, fax, or machine copy signatures may constitute the original authoritative version, and that the electronic version of this Master Lease and such Schedule which has been authenticated by Lessor and Lessee in accordance with applicable law and controlled by the Lessor (or any Assignee identified pursuant to Section 7 hereof) shall (pursuant to the rules and regulations of eOriginal, Inc.) constitute the original authoritative version of this Master Lease and such Schedule; provided that if the “Paper Out” process shall have occurred pursuant to the eOriginal Product Reference Guide, and there shall simultaneously exist both the “Paper Out” printed version and an electronic version of this Master Lease and such Schedule, then the “Paper Out” printed version of this Master Lease and such Schedule as identified in the eOriginal audit record and corresponding affidavit shall constitute the sole authoritative version. Both Lessor and Lessee hereby agree that this Master Lease and any Schedule may be authenticated by electronic means, and expressly consent to the use of the electronic version of this Master Lease and such Schedule to embody the entire agreement and the understanding between Lessor and Lessee. Reference herein to eOriginal shall mean eOriginal, Inc., Baltimore, MD, or any successor electronic custodian appointed by Lessor and Lessee.

19. Definitions

A. “Acceptance Date” is defined in the Schedule.

B. “Affiliates” means any entity directly or indirectly owned or controlled by, or under common ownership or control with the Master Lessee who is party to this Agreement.

C. “Agreement” means collectively this Master Lease and each Schedule.

D. “Assignee” means an entity to which Lessor has sold, assigned or transferred its rights in a Schedule, the receivables and/or the Equipment covered thereby and has been granted a security interest in a Schedule and/or related Equipment for the purpose of securing a loan.

E. “Base Term” means the period of time beginning on the first day of the full Rent Interval following the Acceptance Date and continuing for the number of Rent Intervals indicated on the Schedule.

F. “Casualty Loss” means that the Equipment has suffered irreparable damage or destruction or has otherwise been irretrievably lost or stolen or taken in condemnation.

G. “Casualty Value” means the aggregate Rent remaining for the balance of the Base Term plus the Fair Market Value of the Equipment.

H. “Default Costs” means reasonable costs and expenses, including court costs, reasonable collection and attorney’s fees and costs, as well as any costs of repossession, repairing, refurbishing and remarketing resulting from a Lessee Event of Default.

I. “Equipment” means all the tangible personal property made available by Lessor to Lessee under this Agreement together with all replacements and renewals and the component parts thereof.

J. “Events of Default” means the events described in Section 13.

K. “Fair Market Value” means the price or rent (as applicable) obtainable for the Equipment in an arm’s-length sale or lease transaction (as applicable) between informed and willing parties, neither under compulsion to contract, for the sale or lease of Equipment utilizing an assumption that the Equipment is installed and under continuous and uninterrupted use by the buyer/user.

L. “Intangibles” means non-hardware items including, but not limited to, software license fees, services, maintenance, installation and deinstallation costs.

M. “Interim Rent” means the prorata portion of Rent due for the period from the Acceptance Date through but not including the first day of the first full Rent Interval of the Base Term.

N. “Notice Period” means 90 days prior to the expiration of the Base Term or any month thereafter.

O. “Master Lease” has the meaning set forth in the first sentence of this Master Lease Agreement.

P. “Master Lessee” means the party executing this Master Lease as the “Lessee”.

Q. INTENTIONALLY DELETED.

R. “Rent” means the rent, including Interim Rent, Lessee will pay for the Equipment as specified in the Schedule.

S. “Rent Interval” means a full calendar month or quarter as indicated on a Schedule.

T. “Schedule” means a document which is issued pursuant to this Master Lease and incorporates by reference certain terms and conditions of this Master Lease as indicated herein.

U. “UCC” means the Uniform Commercial Code as enacted in California.

IN WITNESS WHEREOF, the parties have caused this Master Lease to be executed by their duly authorized officers as of the day and year first set forth above.

INSIGHT INVESTMENTS, LLC

COUNTY OF MONTEREY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

[FORM OF OPINION OF COUNSEL (GOVERNMENT ENTITY – NON-APPROPRIATION CLAUSE)]

_____, 20__

Insight Investments, LLC
(and its assigns)
611 Anton Blvd.,
Suite 700
Costa Mesa, CA 92626

Re: Schedule No. __ dated _____ to the Master Lease Agreement No. __, dated _____, 20__ (the "Lease") by and between Insight Investments, LLC, as Lessor ("Lessor"), and _____, as Lessee ("Lessee")

To whom it may concern:

I have acted as counsel to Lessee with respect to the Lease and other matters. In this capacity, I have reviewed the Lease, the proceedings taken by the governing body of Lessee to authorize the execution and delivery of the Lease on behalf of Lessee, and such other documents, instruments and certificates as I have deemed relevant for purposes of this opinion. Based upon such examination, it is my opinion that:

1. Lessee is a _____ [please insert Lessee's legal organization type] and a [component unit/political subdivision/other] of the State of _____ (the "State"), duly organized, existing and operating under the constitution and laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Within the meaning of the UCC, Lessee is an unregistered organization, having its sole place of business or its chief executive office in the State. Lessee's true and correct legal name is "_____". [please insert correct legal name]
4. Lessee is authorized and has power under State law to own its properties and incur and pay its obligations, to enter into the Lease, to lease the property described in the Lease and to carry out its obligations thereunder and the transactions contemplated thereby including, without limitation, payment of all rental payments set forth in the Lease (subject only to the contingency described in section 5 below).
5. The execution of the Lease and the appropriation of money to pay for the rent payments coming due thereunder are appropriations made for each current budgetary year and therefore do not constitute debt financing in accordance with the prohibitions on debt financing included in the Constitution of the State, as well as under other State statutory or other limitations.
6. The Lease, including the lease of the property subject thereto and Lessee's obligations thereunder, has been duly authorized, approved, executed and delivered by and on behalf of

Lessee and is a legal, valid and binding contract of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by State and Federal bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

7. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting, public bidding and other laws, rules and regulations of the State.
8. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee. The appropriation of moneys to make rent payments under the terms of the Lease for the current fiscal year of the Lessee and ability of the Lessee to otherwise perform its obligations under the Lease and transactions contemplated thereby are not the subject of any pending or, to the best of my knowledge, threatened proceedings.
9. The accrual and payment by Lessee, and collection from Lessee, of the charges provided for in the Lease, including rental, interest, late fees, attorneys' fees and other charges, do not and will not violate the constitution or any law of the State.
10. The Equipment leased pursuant to the Lease constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.
11. The signature of the official(s) which appears on the Lease and attached documents is true and genuine and that the individual holds the office set for the below his/her name.
12. The entering into and performance of the Lease does not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as provided in the Lease.

This opinion is given to and may be relied on as of the date hereof by the named recipient and any assignee of any part or all of the recipient's rights in the Lease.

[Signature Block]

NOTICE AND ACKNOWLEDGMENT OF SALE AND ASSIGNMENT

This Notice and Acknowledgment of Sale and Assignment is made by Insight Investments, LLC ("Lessor") and County of Monterey ("Lessee") concerning each applicable Schedule to Master Lease Agreement No. 9851 dated August 1, 2025 (the "Master Lease") (each separate Schedule incorporating the Master Lease to be referred to as a "Lease") between Lessor and Lessee.

WHEREAS, Lessor is an independent leasing company primarily engaged in the leasing and financing of equipment ("Equipment") to various lessees such as Lessee;

WHEREAS, in the ordinary course of its business, Lessor may utilize its corporate affiliates (Insight Investments, Corp., Insight Investment Holdings, LLC, Red8 LLC, 2ndGear LLC, and Na Pali Coast Capital, LLC, each being a "Corporate Affiliate") as financing vehicles for Leases that will provide a mutual benefit to both Lessor and Lessee;

WHEREAS, the parties desire to acknowledge Lessor's right to sell the Equipment and assign each Lease to a Corporate Affiliate;

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Lessor shall have the right to assign all of its rights, title and interest in and to the Equipment and Lease to a Corporate Affiliate ("Assignee"), at any time following the commencement of the Base Term (the "Rent Assignment Date").

B. All lease rentals and any other payments due on and after the Rent Assignment Date under the Lease (the "Monies") shall continue to be paid by the date due directly by Lessee to Fifth Third Bank, (the paying agent for Lessor and Assignee) at the following address:

Fifth Third Bank
Dept. 2055
PO Box 87618
Chicago, IL 60680-0618

ACKNOWLEDGMENT OF ASSIGNMENT: Lessee hereby consents to any assignment herein by Lessor and as of the Rent Assignment Date, Lessee will remit and deliver all Monies directly to the paying agent for the Assignee at the address set forth above and Lessee acknowledges that:

(i) there are no additional agreements between Lessee and Lessor relating to the equipment ("Equipment") under the Lease; (ii) the Lease is in full force and effect; (iii) the Equipment currently is in Lessee's possession and control at the location(s) specified in the Lease; (iv) it will not enter into any agreement amending, modifying or terminating the Lease without the prior written consent of Assignee; (v) it has not made with respect to Lessor, nor will it make with respect to Assignee, any claims, offsets, demands or defenses of any kind, nature or description with reference to any of Lessor's obligations under the Lease; and (vi) it has executed only one (1) original equipment schedule marked as counterpart number 1.

FURTHER AGREEMENTS: Upon execution of this Notice and Acknowledgment by Lessor and Lessee and acceptance hereof by Assignee, Assignee hereby covenants that so long as Lessee is not in default of any provisions of the Lease and has not breached any of its covenants or representations in this Notice and Acknowledgment, Assignee will not disturb the Lessee's quiet and peaceful possession of the Equipment or its unrestricted use thereof for its intended purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Notice and Acknowledgment of Assignment to be executed by their authorized officers as of the date set forth above.

INSIGHT INVESTMENTS, LLC
(Lessor)
By: _____

COUNTY OF MONTEREY
(Lessee)
By: _____

Its: _____

Its: _____

Insight Investments, LLC
Essential Use Form

Borrower's legal name as shown on audited financials	County of Monterey
If Borrower's parent is different, input parent name here:	
Website to obtain 3 years of audited financials can be found at:	

Invoices to be sent to:

Street Address	1590 MOFFETT STREET	Contact	ACCOUNTS PAYABLE
City	SALINAS	Department	INFORMATION TECHNOLOGY
State	CALIFORNIA	Address	1590 MOFFETT STREET
Zip Code	93905	City, State, Zip	SALINAS, CA 94905
Contact	ROB MASTEN	Phone	
Phone Number	(831) 759-6918	Email Address	193FISCALADMINISTRATION@GOUNTYOFMONTEREY.GOV
Fax Number		Special Instructions	
Email Address	mastenr@countyofmonterey.gov		

	YES	NO
1. Have you ever defaulted or non-appropriated on a lease purchase, loan or bond obligation?		NO
2. Are you currently operating under emergency financial/fiscal management or have you in the past 3 years?		NO
3. Are you currently operating as a 501(c)(3) or Public Benefit Corporation?		NO
4. Are there any known issues that could impact the future repayment of this financing?		NO
5. Will any loan or grant proceeds be used as the dedicated source of repayment for this financing?		NO
6. For any payments due in your current FY, have those payments been formally appropriated?		YES
If no, or if your 1st payment is due in the next fiscal year, has this been formally approved by board resolution?		
7. Will payments be made from your General Fund?		YES
If no, which fund and provide page in most recent audit where found.		
8. Will any portion of the financed property be used by a private corporation or individual?		NO
If yes, what % will be used by a private corporation or individual?		
9. Do you operate under home-rule (a charter)?		NO

	YES	NO
10. Will the proceeds of this lease be used entirely for software? Not Applicable		
If "Yes", will the software be installed on equipment that you own or are financing?		

11. Will any portion of the financed property be affixed to real property?		YES
--	--	-----

12. Are you self-insured for property damage?		YES
---	--	-----

13. Are you self-insured for liability?		YES
---	--	-----

14. Are you a member of a managed risk pool for insurance?		YES
--	--	-----

	Replacement	Expansion	New
15. Is this replacing equipment, expanding an existing system or completely brand new?	X		
If replacement, what is the age of the equipment it is replacing?	3 to 5 years old		
If replacement or expansion, is the existing equipment paid off?	Equipment is paid off		

16. What is your population or enrollment?	
As of what date?	

17. What is your tax based assessed value?	
As of what date?	

18. Equipment/Product Description (please refrain from using acronyms or part numbers):
Palo Alto Firewalls, Palo alto 5 yr Support/Licensing, 5 yr Falco Advanced, 5 yr Plixir Scrutinizer.

19. What is the purpose of this acquisition, what makes it essential & what benefits are expected (eg, cost savings, productivity, functionality, etc.)? If this financing is for entirely prepaid services, please also provide a description of the departments/functions being supported.

Submitted By (Name): _____

Title: _____

Signature: _____

Date: _____



September 1, 2025

County of Monterey
1590 Moffet Street
Salinas, CA 93905

On behalf of Digital Scepter and Insight Investments, LLC, I am pleased to present this proposal for the financing of the equipment described below according to the terms and conditions indicated herein.

Agreement ID Sole Source Contract-Digital Scepter Corporation-Digital Scepter Quote 9011

Terms and Conditions:

End of Term Options:

No further obligation after the initial term under the financing agreement

Equipment Description	Finance Amount	Annual Payment - 5 Years
Digital Scepter Quote 9011	\$1,692,895.24	\$338,579.05

Annual Payments Due:	
1-Oct-25	\$338,579.05
1-Oct-26	\$338,579.05
1-Oct-27	\$338,579.05
1-Oct-28	\$338,579.05
1-Oct-29	\$338,579.05

*Estimated Sales Tax is included

Purchase Order Authorization:

With respect to any executed lease proposal outlining the cost, rent, term and equipment to be leased under a Schedule, Lessee agrees that: (a) Lessor may order such equipment from a manufacturer or vendor thereof in Lessor's own name, and (b) in such case, Lessee will indemnify and hold Lessor harmless from and against all claims, actions and/or demands of said manufacturer or vendor resulting from any cancellation or termination of said purchase order in the event that the lease financing of said Equipment contemplated in lease proposal is not consummated.

Conditions Precedent:

This transaction is contingent upon (i) successful execution of mutually agreed upon documentation with Insight and (ii) the review and approval by Insight's Finance Committee.

Market Disruption:

Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets, including but not limited to governmental action or any event which cause material adverse change in the extension of credit by lenders generally, Lessor shall have the ability to amend its pricing contained herein. In such a case, Lessor shall provide an updated proposal and Lessee will have the option to execute as revised.

Proposal Expiration:

This proposal may be withdrawn at any time at Insight's sole discretion and expires 30 days from the date of this letter unless extended by Insight

Sincerely,

Colleen M. O'Donnell
Senior Vice President-Director SLED
916-333-5395 Office

Agreed to and Accepted by:
County of Monterey

By: _____
Name: _____
Title: _____
Date: _____

SOLE SOURCE/SOLE BRAND JUSTIFICATION

OVERVIEW:

On rare occasions there may be a need to purchase goods or services from one vendor/contractor without going to formal bid or requesting competitive quotations. This is known as “Sole Source” purchasing. This document does not replace an Agreement.

“Sole Source” purchasing is authorized by Monterey County Code 2.32.040, Emergency Purchases, and by Monterey County Code 2.32.070, Competitive Bidding Not Required.

“Sole Source” purchasing may be necessary under certain circumstances such as an emergency wherein the department head or other County Official who is authorized to sign requisitions may purchase items for the continuance of the department function, or that items purchased are necessary for the preservation of life or property, and that no authorized purchasing department personnel are immediately available to make the purchase.

A sole source may be designated when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of the County. The designation of a “Sole Source” supplier must be authorized by the County Purchasing Agent or Deputy-Purchasing Agent before the requirement for competitive quotations is waived.

In an effort to expedite sole source/brand requisition requests through Contracts/Purchasing, we would encourage you to review the criteria for Sole Source/Brand form herein. If you feel your request meets such criteria, follow the instructions in filling out the form, along with a Department Head signature approving the request on behalf of their department. If sole source/brand justification is warranted and accepted by Purchasing, the request shall be signed by the Contracts/Purchasing Officer (CPO).

This is an internal review process. Departments are requested to use discretion in their discussion with vendors so as not to compromise any competitive advantage the Buyer may utilize, regardless of the acceptance or rejection of the sole source/brand justification.

Contracts/Purchasing will advise you when a particular competitive review process may both serve the County better and/or be required by governing law.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

PROCEDURE:

Revised:
July 13, 2022

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.

County of Monterey
General Services- Contracts/Purchasing Division
JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST

Date October 2, 2025

1. Please indicate the following:

Procurement: Goods
 Services

Description of Item: Palo Alto network devices and multi-year support purchase, financed through Insight Investment LLC.

(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: Insight Investments LLC

Address: 601 Anton Blvd. Suite 700 City: Costa Mesa State: CA

Phone Number: (714) 939-2849 Fax: ()

Contact Person: Kim Williams Title: Lease Administration Lead

Federal Employer #: 33-0249383

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?

ITD has standardized on Palo Alto Networks firewalls and security products to safeguard the County's network infrastructure. In 2023, Digital Scepter was approved as the preferred Palo Alto Networks vendor through a sole source request, based on their extensive expertise in the design, operations, and maintenance of data security systems. To ensure continued protection, ITD has negotiated a multi-year support package for the renewal of Palo Alto Network firewall devices and associated support services. Insight Investments LLC, the financing partner for Palo Alto Networks and Digital Scepter, provides flexible financing arrangements that enable the County to spread costs across multiple years while maintaining critical security protections without adversely impacting departmental cash flow.

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?

ITD has standardized on Palo Alto Networks firewalls and security products to protect the County's network infrastructure. As part of this partnership, Insight Investments LLC provides the financing component, enabling ITD to secure multi-year support at a significant discount. This arrangement ensures that critical security protections remain in place while spreading costs over multiple years, thereby avoiding negative impacts on the department's cash flow.

c) Why are these specific features/qualifications required?

ITD has standardized on Palo Alto Networks firewalls and security products to protect the County's network infrastructure. In 2023, Digital Scepter was approved as the preferred Palo Alto Networks vendor through a sole source request, based on their extensive expertise in the design, operation, and maintenance of data security systems, as well as their deep knowledge of the County's network architecture and security requirements.

To ensure continued protection, ITD negotiated a multi-year support package for the renewal of Palo Alto Networks firewall devices and support services. As part of this arrangement, Insight Investments LLC serves as the financing partner for Palo Alto Networks and Digital Scepter, providing the County with flexible financing options that deliver cost savings and help manage departmental cash flow effectively.

d) What other products/services have been examined and/or rejected?

Prior to standardizing on Palo Alto Network Firewalls, the County's network was protected by Cisco Firewalls. While Cisco solutions met security requirements at the time, they lacked the advanced application visibility, control, and threat prevention features of a state-of-the-art Next Generation Firewall. After extensive evaluation and product comparison, Palo Alto Networks Firewalls were determined to be the superior solution, providing enhanced protection and significantly strengthening the County's overall network security posture. With the adoption of Palo Alto Networks products as the County-wide standard, Digital Scepter became the clear choice as the County's security partner due to their specialized expertise in Palo Alto technology. Digital Scepter has consistently delivered effective design, deployment, and support services, building a deep understanding of the County's security environment.

As part of this partnership, Insight Investments LLC provides financing options that allow the County to secure multi-year support contracts at a substantial discount, while avoiding negative impacts on ITD's annual cash flow. This arrangement enables the County to maintain up-to-date protections and support while optimizing financial resources.

e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

The County's security policies, network infrastructure, and security requirements are complex, cumbersome to learn, and critical to the protection of County data. Other security vendors lack familiarity with the County's specific security policies and network systems. Engaging a new vendor would result in significant duplication of effort, delays in service delivery, and increased risk exposure during the transition period. Continuing with Digital Scepter ensures consistency, reduces operational risk, and upholds the County's security policies—ultimately protecting the County from potential data breaches and compliance issues.

County would benefit by continuing and expanding the partnership with Digital Scepter through the multi-year financing deal by using Insight Investment LLC at no interest cost to County.

f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service?

In partnership with Palo Alto Networks, Digital Scepter has introduced Insight Investment, which is offering the County a 5-year financing arrangement to update the firewall infrastructure at no interest cost. This unique opportunity allows the County to modernize critical network security defenses while spreading costs over multiple fiscal years without additional financial burden. The continued supportability and expertise provided by Digital Scepter and Palo Alto Networks are essential to protecting County data, ensuring compliance, and preventing potential security and data breach incidents.

The County's Palo Alto Network firewall hardware and support contract will expire in October 2025. This project and purchase are necessary to renew and upgrade the firewall infrastructure to ensure continued protection of County systems. As noted, Digital Scepter are network security experts specializing in Palo Alto Networks security systems, which are deployed throughout the County's networks.

g) Estimated Costs:

Total amount: \$1,692,895.24, financed over 5 years, with an annual payment of \$338,579.05.

4. Is there an unusual or compelling urgency associated with this project?

- No
- Yes (Please describe)

The County's Palo Alto Network firewall hardware and support contract will expire in October 2025. This project and purchase are necessary to renew and upgrade the firewall infrastructure to ensure continued protection of County systems. Without this investment, the County would face increased risk of security vulnerabilities, potential data breaches, and non-compliance with cybersecurity best practices. Up-to-date firewall hardware and support are essential to maintaining a secure, stable, and compliant network environment that safeguards County data and services.

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.

Signed by:

558A4454DF77437...

 Requestors Signature

10/3/2025 | 9:40 AM PDT

 Date

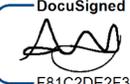
Signed by:

B8314C30A3A9426...

 Authorized Signature by Department Head

10/3/2025 | 9:41 AM PDT

 Date

DocuSigned by:

F81C2DE2F34A415...

 Approved by Contracts/Purchasing Officer

10/3/2025 | 9:43 AM PDT

 Date



County of Monterey

Item No.36

Board Report

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

Legistar File Number: A 25-397

October 14, 2025

Introduced: 9/23/2025

Current Status: Housing & Community
Development - Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve Amendment No. 5 to Funding Agreement No. 3 A-13654 with Jeffrey LaTourette for preparation of the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) where the Base Budget in the amount of \$183,099 is increased by \$26,625 for a new Agreement amount of \$209,724 with no change to the included Contingency Budget of \$21,040;
- b. Authorize the Director of Housing and Community Development or designee to execute Amendment No. 5 to Funding Agreement No. 3 A-13654, Amendment No. 5 to Professional Services Agreement No. A-13636, and future amendments to the Agreements where the amendments do not significantly alter the scope of work and do not increase the Agreement amounts of \$209,724 by more than 10% (\$20,973), subject to review by County Counsel and the Auditor-Controller's Office.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve Amendment No. 5 to Funding Agreement No. 3 A-13654 with Jeffrey LaTourette for preparation of the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) where the Base Budget in the amount of \$183,099 is increased by \$26,625 for a new Agreement amount of \$209,724 with no change to the included Contingency Budget of \$21,040;
- b. Authorize the Director of Housing and Community Development or designee to execute Amendment No. 5 to Funding Agreement No. 3 A-13654, Amendment No. 5 to Professional Services Agreement No. A-13636, and future amendments to the Agreements where the amendments do not significantly alter the scope of work and do not increase the Agreement amounts of \$209,724 by more than 10% (\$20,973), subject to review by County Counsel and the Auditor-Controller's Office.

SUMMARY:

The LaTourette Subdivision Project (Project) involves subdividing an approximately 48-acre site into 19 residential lots, ranging in size from approximately one to seven acres. The Project includes the expansion of the Woodland Heights Mutual Water System to serve the proposed lots. Access would be provided either via the existing main road in the Woodland Heights Subdivision or through a proposed alternative access road located directly north of King Road in the Prunedale area of North County. Each lot is proposed to have an individual septic system for wastewater disposal.

This action includes updates to the Professional Services Contract with Denise Duffy and Associates (Planning Consultant) to complete the environmental work for the subdivision and an update to the Funding Agreement with the applicant to pay for the consultant services. The updates are needed to

complete the Environmental Impact Report for the LaTourette project.

DISCUSSION:

On June 8, 2004, the Board of Supervisors (Board) approved the Funding Agreement (FA) with Jeffrey and Monica LaTourette (Project Applicants) in the amount of \$365,349 and the original Professional Services Agreement (PSA) with Denise Duffy & Associates, Inc. (DD&A) in the amount of \$280,101 to provide an Environmental Impact Report (EIR) for the Project for a term from May 3, 2024 to June 30, 2025. The EIR was not completed, and the Agreements were allowed to expire.

On August 15, 2006, the Board approved a second Professional Services Agreement (A-10618) in the amount of \$241,431 and Funding Agreement No. 2 (A-10618) in the amount of \$314,910 for a term of August 15, 2006 to June 30, 2007. The EIR for the Project was not completed prior to the expiration of both Agreements.

On July 11, 2017, the Board approved a third Professional Services Agreement No. A-13636 with DD&A and FA No. 3 (Agreement No. A-13654) with Jeffrey and Monica LaTourette each in the amount of \$161,304.75 (\$140,265 for Base Budget and \$21,039.75 for Project Contingency) for a term from June 27, 2017, to June 27, 2019, to allow completion of the EIR for the Project. On August 8, 2019 the Project Applicants executed an Agreement and Consent to Assignment of Funding Agreement No. 3, dated July 25, 2017, to assign all rights, title, and interest under the Agreement solely to Jeffrey LaTourette (Project Applicant).

On August 9, 2019, Amendment No. 1 to PSA No. A-13636 with DD&A and Amendment No. 1 to FA No. 3 (A-13654) with the Project Applicant were executed, extending the term two years to June 30, 2021.

Staff requested and received Board approval of Amendment No. 2 to PSA A-13636 and Amendment No. 2 to FA No. 3 A-13654 on June 22, 2021. Amendments No. 2 increased the PSA and FA amounts of \$161,304.75 by \$21,794 for new Agreement amounts of \$183,098.75 for both the FA and PSA and extended the terms of both Agreements two years to June 30, 2023.

Both Agreements were amended on April 13, 2023 (“Amendment No. 3”) and on May 1, 2024 (“Amendment No. 4”) to extend the terms one year and two years, respectively. There were no changes to the Agreements’ amount of \$183,098.75.

There are unanticipated revisions and additional analysis to address newly submitted project information and incorporate comments. The unanticipated revisions include refinement of air quality modeling, updates to the Biological Resources section, and coordination with the Project Applicant. The Scope of Services requires expansion with Task 4.1, Finalize Administrative Draft Final EIR and Mitigation Monitoring and Reporting Program, and Task 4.2, Prepare Public Draft Final EIR (see Attachment 1, Exhibit A-2).

As such, staff is requesting the Board approve Amendment No. 5 to FA No. 3 A-1365 which incorporates PSA No. A-13636 with DD&A to allow for the completion of the EIR for the Project. The Amendments to each Agreement are to increase the current Base Budget of \$183,098.75 by

\$26,624.75 for a new not to exceed amount of \$209,723.50 for both Agreements, with no increase in the Contingency Budget of \$21,039.75 and no change to the term end date of June 30, 2026.

OTHER AGENCY INVOLVEMENT

The Offices of the County Counsel and Auditor-Controller have reviewed the FA and PSA Amendments as to form and legality, and fiscal provisions, respectively.

FINANCING:

There are no costs to the General Fund as a result of this action. Staff costs to manage the contracts and professional services provided by the CONTRACTOR will be funded by the Project Applicant through FA No. 3 in the amount of \$209,723.50. Any additional staff time for processing the environmental review will be charged at the billing rate established in the Department's fee article.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

Agreements between the parties would promote the County as an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability, and transparency. All services will be fully funded by the Project Applicant.

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

Prepared by: Kathy Nielsen, Management Analyst II, 755-4832
Reviewed by: Fionna Jensen, Principal Planner, 796-6407
Approved by: Craig W. Spencer, Housing & Community Development Director

- The following attachments are on file with the Clerk of the Board:
- Attachment 1 - Amendment No. 5 to FA No. 3 with Jeffrey LaTourette
 - Attachment 2 - Amendment Nos. 1-4 to FA No. 3 A-13654
 - Attachment 3 - PSA A-13636 with Denise Duffy & Associates
 - Attachment 4 - FA No. 3 with Jeffrey and Monica LaTourette
 - Attachment 5 - Consent to Assignment with Jeffrey La Tourette



County of Monterey

Item No.

Board Report

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

Legistar File Number: A 25-397

October 14, 2025

Introduced: 9/23/2025

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve Amendment No. 5 to Funding Agreement No. 3 A-13654 with Jeffrey LaTourette for preparation of the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) where the Base Budget in the amount of \$183,099 is increased by \$26,625 for a new Agreement amount of \$209,724 with no change to the included Contingency Budget of \$21,040;
- b. Authorize the Director of Housing and Community Development or designee to execute Amendment No. 5 to Funding Agreement No. 3 A-13654, Amendment No. 5 to Professional Services Agreement No. A-13636, and future amendments to the Agreements where the amendments do not significantly alter the scope of work and do not increase the Agreement amounts of \$209,724 by more than 10% (\$20,973), subject to review by County Counsel and the Auditor-Controller's Office.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve Amendment No. 5 to Funding Agreement No. 3 A-13654 with Jeffrey LaTourette for preparation of the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) where the Base Budget in the amount of \$183,099 is increased by \$26,625 for a new Agreement amount of \$209,724 with no change to the included Contingency Budget of \$21,040;
- b. Authorize the Director of Housing and Community Development or designee to execute Amendment No. 5 to Funding Agreement No. 3 A-13654, Amendment No. 5 to Professional Services Agreement No. A-13636, and future amendments to the Agreements where the amendments do not significantly alter the scope of work and do not increase the Agreement amounts of \$209,724 by more than 10% (\$20,973), subject to review by County Counsel and the Auditor-Controller's Office.

SUMMARY:

The LaTourette Subdivision Project (Project) involves subdividing an approximately 48-acre site into 19 residential lots, ranging in size from approximately one to seven acres. The Project includes the expansion of the Woodland Heights Mutual Water System to serve the proposed lots. Access would be provided either via the existing main road in the Woodland Heights Subdivision or through a proposed alternative access road located directly north of King Road in the Prunedale area of North County. Each lot is proposed to have an individual septic system for wastewater disposal.

This action includes updates to the Professional Services Contract with Denise Duffy and Associates (Planning Consultant) to complete the environmental work for the subdivision and an update to the Funding Agreement with the applicant to pay for the consultant services. The

updates are needed to complete the Environmental Impact Report for the LaTourette project.

DISCUSSION:

On June 8, 2004, the Board of Supervisors (Board) approved the Funding Agreement (FA) with Jeffrey and Monica LaTourette (Project Applicants) in the amount of \$365,349 and the original Professional Services Agreement (PSA) with Denise Duffy & Associates, Inc. (DD&A) in the amount of \$280,101 to provide an Environmental Impact Report (EIR) for the Project for a term from May 3, 2024 to June 30, 2025. The EIR was not completed, and the Agreements were allowed to expire.

On August 15, 2006, the Board approved a second Professional Services Agreement (A-10618) in the amount of \$241,431 and Funding Agreement No. 2 (A-10618) in the amount of \$314,910 for a term of August 15, 2006 to June 30, 2007. The EIR for the Project was not completed prior to the expiration of both Agreements.

On July 11, 2017, the Board approved a third Professional Services Agreement No. A-13636 with DD&A and FA No. 3 (Agreement No. A-13654) with Jeffrey and Monica LaTourette each in the amount of \$161,304.75 (\$140,265 for Base Budget and \$21,039.75 for Project Contingency) for a term from June 27, 2017, to June 27, 2019, to allow completion of the EIR for the Project. On August 8, 2019 the Project Applicants executed an Agreement and Consent to Assignment of Funding Agreement No. 3, dated July 25, 2017, to assign all rights, title, and interest under the Agreement solely to Jeffrey LaTourette (Project Applicant).

On August 9, 2019, Amendment No. 1 to PSA No. A-13636 with DD&A and Amendment No. 1 to FA No. 3 (A-13654) with the Project Applicant were executed, extending the term two years to June 30, 2021.

Staff requested and received Board approval of Amendment No. 2 to PSA A-13636 and Amendment No. 2 to FA No. 3 A-13654 on June 22, 2021. Amendments No. 2 increased the PSA and FA amounts of \$161,304.75 by \$21,794 for new Agreement amounts of \$183,098.75 for both the FA and PSA and extended the terms of both Agreements two years to June 30, 2023.

Both Agreements were amended on April 13, 2023 (“Amendment No. 3”) and on May 1, 2024 (“Amendment No. 4”) to extend the terms one year and two years, respectively. There were no changes to the Agreements’ amount of \$183,098.75.

There are unanticipated revisions and additional analysis to address newly submitted project information and incorporate comments. The unanticipated revisions include refinement of air quality modeling, updates to the Biological Resources section, and coordination with the Project Applicant. The Scope of Services requires expansion with Task 4.1, Finalize Administrative Draft Final EIR and Mitigation Monitoring and Reporting Program, and Task 4.2, Prepare Public Draft Final EIR (see Attachment 1, Exhibit A-2).

As such, staff is requesting the Board approve Amendment No. 5 to FA No. 3 A-1365 which incorporates PSA No. A-13636 with DD&A to allow for the completion of the EIR for the Project. The Amendments to each Agreement are to increase the current Base Budget of

\$183,098.75 by \$26,624.75 for a new not to exceed amount of \$209,723.50 for both Agreements, with no increase in the Contingency Budget of \$21,039.75 and no change to the term end date of June 30, 2026.

OTHER AGENCY INVOLVEMENT

The Offices of the County Counsel and Auditor-Controller have reviewed the FA and PSA Amendments as to form and legality, and fiscal provisions, respectively.

FINANCING:

There are no costs to the General Fund as a result of this action. Staff costs to manage the contracts and professional services provided by the CONTRACTOR will be funded by the Project Applicant through FA No. 3 in the amount of \$209,723.50. Any additional staff time for processing the environmental review will be charged at the billing rate established in the Department's fee article.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

Agreements between the parties would promote the County as an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability, and transparency. All services will be fully funded by the Project Applicant.

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

Prepared by: Kathy Nielsen, Management Analyst II, 755-4832

Reviewed by: Fionna Jensen, Principal Planner, 796-6407

Approved by: Craig W. Spencer, Housing & Community Development Director

The following attachments are on file with the Clerk of the Board:

Attachment 1 - Amendment No. 5 to FA No. 3 with Jeffrey LaTourette

Attachment 2 - Amendment Nos. 1-4 to FA No. 3 A-13654

Attachment 3 - PSA A-13636 with Denise Duffy & Associates

Attachment 4 - FA No. 3 with Jeffrey and Monica LaTourette

Attachment 5 - Consent to Assignment with Jeffrey La Tourette

Attachment 1

Amendment No. 5
to Funding Agreement A-13654
with Jeffrey LaTourette

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**AMENDMENT NO. 5
TO FUNDING AGREEMENT NO. 3
BETWEEN COUNTY OF MONTEREY AND
JEFFREY LATOURETTE**

THIS AMENDMENT NO. 5 to Funding Agreement No. 3 No. A-13654 between the County of Monterey, a political subdivision of the State of California (“County”) and Jeffrey LaTourette (“PROJECT APPLICANT”) is hereby entered into between the County and the PROJECT APPLICANT (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT’s predecessor in interest, Jeffrey and Monica LaTourette, husband and wife (“PROJECT APPLICANTS”), applied to the County for a permit for a standard subdivision for the LaTourette Subdivision (“Project”) requiring an Environmental Impact Report (“EIR”);

WHEREAS, PROJECT APPLICANTS entered into Funding Agreement No. 3 A-13654 with the County on July 25, 2017 (“Funding Agreement”) to provide funding for the EIR for the Project through June 27, 2019 for an amount not to exceed \$161,304.75 (base budget \$140,265 and contingency of \$21,039.75);

WHEREAS, concurrent with approval of the Funding Agreement, the County approved a Professional Services Agreement (“PSA”) A-13636 with Denise Duffy & Associates, Inc. (“Contractor”), to prepare the EIR for the Project;

WHEREAS, effective June 27, 2019, the PROJECT APPLICANTS executed an Agreement and Consent to Assignment of Funding Agreement No. 3, dated July 25, 2017, to assign all rights, title and interest in the agreement solely to Jeffrey LaTourette;

WHEREAS, the Funding Agreement was amended by the Parties on August 9, 2019 (“Amendment No. 1”) to extend the term two (2) years through June 30, 2021 with no change to the Agreement amount of \$161,304.75;

WHEREAS, the Funding Agreement was amended by the Parties on July 7, 2021 (“Amendment No. 2” – including Exhibit A-1 – Scope of Services/Payment Provisions), to extend the term two (2) years through June 30, 2023, and increase the not to exceed amount of \$161,304.75 by \$21,039.75 for a new Agreement amount of \$183,098.75;

WHEREAS, the Funding Agreement was amended by the Parties on April 13, 2023 (“Amendment No. 3”) extending the term one (1) year through June 30, 2024, and on May 1, 2024 (“Amendment No. 4”) extending the term two (2) years through June 30, 2026, with no change to the Agreement amount of \$183,098.75;

WHEREAS, the Parties wish to amend the Funding Agreement to expand the Scope of Services to add Task 4.1, Finalize Administrative Draft Final EIR and Mitigation Monitoring and Report Program, and Task 4.2, Prepare Public Draft Final EIR;

WHEREAS, additional funds are necessary to allow CONTRACTOR to continue to provide services associated with the completion of the Project’s EIR;

WHEREAS, the Parties wish to further amend the Funding Agreement expand the Scope of Services and increase the not to exceed amount of \$183,098.75 by \$26,624.75 for a new Agreement amount of \$209,723.50 without change to the term end date of June 30, 2026;

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 1., “Deposits to Fund PSA,” to add the following:

- 1.b Deposits to Fund Amendment No. 5 to PSA. PROJECT APPLICANT shall deposit an amount equal to the increase of the CONTRACTOR’s Base Budget. This amount totals \$26,624.75.

CONTRACTOR’s Base Budget:	\$183,098.75
Additional funds required	<u>26,624.75</u>
Total New Base Budget:	\$209,723.50

PROJECT APPLICANT shall deposit an additional **\$26,624.75** with the County upon approval of this Agreement by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for October 14, 2025.

2. Amend Section 1, “Deposits to Fund PSA,” fourth and fifth paragraphs, to read as follows:

PROJECT APPLICANT will have a total amount of \$209,723.50 on deposit with the County upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for October 14, 2025.

PROJECT APPLICANT’S additional deposit of \$26,624.75 with County shall be a condition precedent to County’s obligation under this AGREEMENT.

3. Amend Section 3., “Maximum Budget Under AGREEMENT,” to read as follows:

The maximum amount which may be charged to PROJECT APPLICANT under this AGREEMENT is \$209,723.50.

CONTRACTOR's Base Budget * \$209,723.50

Maximum Charge Under Agreement: \$209,723.50

*Partially funded by PROJECT APPLICANT funds on deposit (\$28,787.42) with County per Funding Agreement No. 2.

4. Replace subsection 6.a., CONTRACTOR, of Section 6., "Payments to CONTRACTOR," to read as follows:

CONTRACTOR's invoices shall be paid from Base Budget funds deposited by PROJECT APPLICANT in the amount of \$209,723.50.

Should this AGREEMENT be terminated prior to June 30, 2026, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by County.

5. Except as amended herein, all other terms and conditions of the Agreement, including all on Exhibits thereto, remain unchanged and in full force and effect.
6. This Amendment No. 5 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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Attachment to Funding Agreement

Amendment No. 5 to
Professional Services Agreement
with Denise Duffy & Associates, Inc.

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**AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 5 to Professional Services Agreement No. A-13636 between the County of Monterey, a political subdivision of the State of California (“County”) and Denise Duffy & Associates, Inc., a California Corporation (“CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below;

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-13636 with the County on July 25, 2017 (“Agreement”) to provide an Environmental Impact Report (“EIR”) for the LaTourette Subdivision Project (“Project”) beginning June 27, 2017, through June 27, 2019 for an amount not to exceed \$161,304.75 (base budget \$140,265 and contingency of \$21,039.75);

WHEREAS, the Agreement was amended by the Parties on August 9, 2019 (“Amendment No. 1”) to extend the term two (2) additional years, through June 30, 2021, and to update the indemnification provision and auto insurance requirements;

WHEREAS, the Agreement was amended by the Parties on July 7, 2021 (“Amendment No. 2” – including Exhibit A-1 – Scope of Services/Payment Provisions), to extend the term for two (2) additional years to June 30, 2023, and increase the base budget by \$21,794 for a new Agreement amount not to exceed \$183,098.75;

WHEREAS, the Agreement was amended by the Parties on April 13, 2023 (“Amendment No. 3”) to extend the term one (1) year to June 30, 2024, with no increase to the Agreement amount of \$183,098.75;

WHEREAS, the Agreement was amended by the Parties on May 1, 2024 (“Amendment No. 4”) to extend the term two (2) additional years to June 30, 2026, with no increase to the not to exceed amount of \$183,098.75 and no change to the Scope of Services;

WHEREAS, additional funds are necessary to allow CONTRACTOR to continue to provide services associated with the completion of the EIR for the Project;

WHEREAS, the Parties wish to expand the Scope of Services to add Task 4.1, Finalize Administrative Draft Final EIR and Mitigation Monitoring and Report Program, and Task 4.2, Prepare Public Draft Final EIR;

WHEREAS, an update to the Agreement’s provisions is necessary; and

WHEREAS, the Parties wish to further amend the Agreement to increase the not to exceed amount of \$183,098.75 by \$26,624.75 for a new Agreement amount of \$209,723.50 and update the Scope of Services with no change to the term end date of June 30, 2026.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Section 2, "Payments by County," to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$209,723.50.

2. Amend Section 4, "Additional Provisions/Exhibits," to add:

Exhibit A-2 Scope of Services/Payment Provisions

3. Amend paragraph 8.2, "Indemnification for Design Professional Services Claims," of Section 8, "Indemnification," to read as follows:

CONTRACTOR shall indemnify, defend and hold harmless 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 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 County, or defect in a design furnished by 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 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.

4. Amend the second paragraph of subsection 9.01, "Evidence of Coverage," of Section 9, "Insurance," to read as follows:

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.

5. Amend subsection 9.02, "Qualifying Insurers," of Section 9, "Insurance," to read as follows:

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

6. Replace in its entirety subsection 9.03 of Section 9, “Insurance,” to read as follows:

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

Commercial General Liability Insurance: Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

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

Auto Liability Coverage: must include 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.

7. Rename subsection 9.04, "Other Insurance Requirements," of Section 9, "Insurance," to "Other Requirements" and replace in its entirety to read as follows:

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 (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.

8. Amend Section 10.0, "Records and Confidentiality," to add subsection 10.06, "Format of Deliverables," to read as follows:

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/>.

9. Replace in its entirety, Section 11, "Non-Discrimination," to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over

40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10. Remove subsection 15.08, "Compliance with Applicable Law."
11. Renumber subsection 15.09, "Headings," to 15.08.
12. Renumber subsection 15.10, "Time is of the Essence," to 15.09.
13. Renumber subsection 15.11, "Governing Law," to 15.10.
14. Renumber subsection 15.12, "Non-exclusive Agreement," to 15.11.
15. Renumber subsection 15.13, "Construction of Agreement," to 15.12.
16. Remove subsection 15.14, "Counterparts," in its entirety.
17. Renumber subsection 15.15, "Authority," to 15.13.
18. Renumber subsection 15.16, "Integration," to 15.14.
19. Renumber subsection 15.17, "Interpretation of Conflicting Provisions," to 15.15.
20. Add subsection 15.16, "Independent Contractor Compliance with Government Code Section 10976.6(c)," to read as follows:

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.

21. Add Section 16, “Compliance with Applicable Laws,” to read as follows:

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 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.

22. Add Section 17, “Consent to Use of Electronic Signatures,” to read as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 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.

23. In all places within the Agreement, any reference to the County’s email address that includes @co.monterey.ca.us is hereby replaced with @countyofmonterey.gov.

24. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
25. This Amendment No. 5 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Denise Duffy & Associates, 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 additional work as set forth below.

Due to unanticipated revisions and additional analysis such as refinement of air quality modeling, updates to the Biological Resources section, and coordination with the Project Applicant and County to address newly submitted project information and incorporate agency information, the following tasks are being added to the Scope of Work under Task 4, ‘Prepare Final EIR (FEIR).’

4.1 Finalize Administrative Draft Final EIR and Mitigation Monitoring and Reporting Program

CONTRACTOR shall complete the Administrative Draft Final EIR and associated Mitigation Monitoring and Reporting Program (“MMRP”) for submittal to the County, the CEQA Lead Agency, for internal review, and comment which includes the following:

- 4.1.1** Finalize responses to public comments received during the Draft EIR public review period, including comments from responsible agencies and the public.
- 4.1.2** Incorporate revisions to the EIR text, tables, and exhibits, as appropriate, to address public and agency comments.
- 4.1.3** Update the Biological Resources section to respond to specific comments from the California Department of Fish and Wildlife (“CDFW”).
- 4.1.4** Integrate clarifications and supplemental information provided by the Applicant and the County to ensure completeness and consistency.
- 4.1.5** Prepare draft MMRP that reflects all revised and adopted mitigation measures.
- 4.1.6** Compile the above into a complete Administrative Draft Final EIR and MMRP for submittal to the County for internal review.

Meetings: This task includes two (2) meetings with County staff to discuss the Final EIR, as well as receiving a single, consolidated set of County comments on the Administrative Draft Final EIR and MMRP.

If additional meetings or rounds of review are requested or if substantive new information arises requiring further analysis, a separate budget amendment may be required.

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

4.2 Prepare Public Draft Final EIR

CONTRACTOR shall prepare the Public Draft Final EIR following completion of the Administrative Draft Final EIR for review by the County. Upon receipt of consolidated County comments, CONTRACTOR shall revise the Administrative Draft Final EIR and MMRP to produce a Screencheck version for final County review which includes the following:

- 4.2.1 Incorporate County comments on the administrative Draft Final EIR and MMRP.
- 4.2.2 Prepare a Screencheck Draft Final EIR and MMRP for County review to ensure all comments have been addressed.
- 4.2.3 Finalize the Public Draft Final EIR and MMRP based on County direction, including all responses to comments, revised text, and supporting appendices.
- 4.2.4 Deliver the Public Draft Final EIR and MMRP in electronic format (PDF) for publication and distribution.

This task assumes that County comments will be provided in a single, consolidated format and that no new substantive changes to the project or analysis will be required. If substantial revisions are requested or if additional review cycles are needed, a supplemental budget may be required.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an increased amount to the base budget not to exceed \$26,624.75 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services as amended for a total amount not to exceed \$209,723.75. CONTRACTOR’S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Task	Description	Cost Per Task
	Additional Funds Required, Public Review Draft EIR	\$3,628.75
4.1	Finalize Administrative Draft Final EIR & Mitigation Monitoring & Reporting Program	\$12,568.00
4.2	Prepare Public Draft Final EIR	\$10,428.00
	Total Labor	\$26,624.75
	Subconsultants – None	
	Expenses – None	
	Total Budget	\$26,624.75

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.

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

B.2 CONTRACTOR’S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, “Payment Conditions,” of the Agreement. All invoices shall reference the Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@countyofmonterey.gov:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@countyofmonterey.gov.

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.

Attachment 2

Amendment Nos. 1-4
to Funding Agreement A-13654
with Jeffrey LaTourette

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**AMENDMENT NO. 1
TO FUNDING AGREEMENT NO. 3
BETWEEN COUNTY OF MONTEREY AND
JEFFREY LATOURETTE**

THIS AMENDMENT NO. 1 to Funding Agreement No. 3 No. A-13654 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Jeffrey LaTourette (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT's predecessor in interest, Jeffrey and Monica LaTourette, husband and wife, (hereinafter, "PROJECT APPLICANTS") applied to the County for a permit for a standard subdivision for the LaTourette Subdivision (hereinafter, "Project") requiring an Environmental Impact Report (hereinafter, "EIR"); and

WHEREAS, County engaged Denise Duffy & Associates, Inc., (hereinafter, "Contractor") to prepare the EIR for the Project; and

WHEREAS, PROJECT APPLICANTS entered into Funding Agreement No. 3 No. A-13654 with County on July 25, 2017 (hereinafter "Agreement") to provide funding for the EIR for the Project through June 27, 2019 for an amount not to exceed \$161,304.75; and

WHEREAS, effective June 27, 2019, the PROJECT APPLICANTS executed an Agreement and Consent to Assignment of Funding Agreement No. 3, dated July 25, 2017, to assign all rights, title and interest in the Agreement solely to Jeffrey LaTourette; and

WHEREAS, the EIR for the Project has not been completed; and

WHEREAS, additional time is necessary to allow Contractor to continue to provide services associated with the completion of the EIR for the Project; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for approximately two (2) additional years to June 30, 2021 with no associated dollar amount increase to allow PROJECT APPLICANT to continue funding County for costs incurred by Contractor to complete services identified in this Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. In all places within the Agreement, and any amendment thereto, any reference to Jeffrey and Monica LaTourette, husband and wife, (PROJECT APPLICANTS) is hereby replaced with Jeffrey LaTourette (PROJECT APPLICANT).

2. Amend the second paragraph of Section a, "CONTRACTOR", of Paragraph 6, "Payments to CONTRACTOR", to read as follows:

Should this AGREEMENT be terminated prior to June 30, 2021, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by County.

3. Amend Paragraph 8, "Term", to read as follows:

AGREEMENT shall become effective retroactive from June 27, 2017 and continue through June 30, 2021, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

4. Amend the first sentence of Paragraph 9, "Termination", to read as follows:

AGREEMENT shall terminate on June 30, 2021, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other.

5. Amend "TO COUNTY" information of Paragraph 22, "Notices", to read as follows:

Resource Management Agency (RMA) Director or Designee
County of Monterey
Resource Management Agency – Land Use and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

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

By: [Signature]
Interim Chief of Planning Services

Date: 8.9.19

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

JEFFREY LATOURETTE*
By: [Signature]
Jeffrey LaTourette

By: [Signature]
Brian P. Briggs
Deputy County Counsel

Its: Owner

Date: 8-6-19

Date: 7/15/19

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 8/17/19

*INSTRUCTIONS: IF PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT 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.

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.

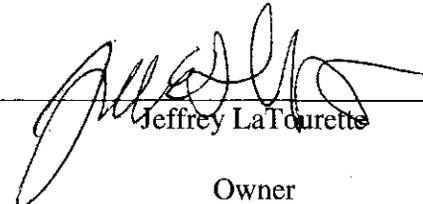
COUNTY OF MONTEREY

By: _____
Interim Chief of Planning Services

Date: _____

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

JEFFREY LATOURETTE*

By:  _____
Jeffrey LaTourette

Its: _____
Owner

By: _____
Brian P. Briggs
Deputy County Counsel

Date: _____
7/15/19

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT 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.

**AMENDMENT NO. 2
TO FUNDING AGREEMENT NO. 3
BETWEEN COUNTY OF MONTEREY AND
JEFFREY LATOURETTE**

THIS AMENDMENT NO. 2 to Funding Agreement No. 3 No. A-13654 between the County of Monterey, a political subdivision of the State of California (“County”) and Jeffrey LaTourette (“PROJECT APPLICANT”) is hereby entered into between the County and the PROJECT APPLICANT (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT’s predecessor in interest, Jeffrey and Monica La Tourette, husband and wife (“PROJECT APPLICANTS”) applied to the County for a permit for a standard subdivision for the LaTourette Subdivision (hereinafter, “Project”) requiring an Environmental Impact Report (hereinafter, “EIR”);

WHEREAS, PROJECT APPLICANTS entered into Funding Agreement No. 3 No. A-13654 with County on July 25, 2017 (“Funding Agreement”) to provide funding for the EIR for the Project through June 27, 2019 for an amount not to exceed \$161,304.75;

WHEREAS, concurrent with approval of the Funding Agreement, the County approved a Professional Services Agreement (“PSA”) with Denise Duffy & Associates, Inc., (“Contractor”) to prepare the EIR for the Project;

WHEREAS, effective June 27, 2019, the PROJECT APPLICANTS executed an Agreement and Consent to Assignment of Funding Agreement No. 3, dated July 25, 2017, to assign all rights, title and interest in the agreement solely to Jeffrey LaTourette;

WHEREAS, the Funding Agreement was amended by the Parties on August 9, 2019 (“Amendment No. 1”) to extend the term by two years through June 30, 2021 with no increase in the not to exceed amount;

WHEREAS, the EIR for the Project has not been completed and is pending completion of the supporting technical analysis and evaluations;

WHEREAS, additional time and funding are necessary to allow Contractor to continue to provide services associated with the completion of the EIR for the Project, concurrently herewith, the County and Contractor have entered into Amendment No. 2 to the PSA to increase the amount payable to Contractor, as further set out in Exhibit 1B attached hereto and incorporated herein by reference;

WHEREAS, the Parties wish to further amend the Funding Agreement to extend the term for approximately two additional years to June 30, 2023 and to increase the amount by \$21,794.00 for

a total amount to exceed \$183,098.75 to provide funding to the County for the Contractor’s services under the PSA as amended.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 1, “Deposits to Fund PSA and County Fee for Contract Administration”, to add the following:

- 1.a. Deposits to Fund Amendment No. 2 to PSA. PROJECT APPLICANT shall deposit an amount equal to the Contractor’s additional Base Budget. This amount totals \$21,794.00 and includes:

Contractor’s Base Budget:	\$ 21,794.00
---------------------------	--------------

PROJECT APPLICANT shall deposit a total amount of \$21,794 with County of Monterey Housing and Community Development (HCD) – Planning upon approval of this Amendment No. 2 to Agreement by the County of Monterey Board of Supervisors.

PROJECT APPLICANT’s deposit of \$21,794.00 with County shall be a condition precedent to County’s obligation under this Agreement as amended by this Amendment No. 2.

2. Amend Paragraph 3, “Maximum Budget Under Agreement”, to read as follows:

Maximum Budget Under Agreement. The maximum amount which may be charged to PROJECT APPLICANT under this Agreement as amended by this Amendment No. 2 is \$183,098.75, which consists of the following amounts:

Contractor’s Base Budget (*):	\$162,059.00
Project Contingency:	<u>\$21,039.75</u>

<u>Maximum Charge Under Agreement:</u>	<u>\$183,098.75</u>
---	----------------------------

- * Partially funded by Project Applicant funds on deposit (\$28,787.42) with County per Funding Agreement No. 2.

3. Amend the first sentence of Paragraph 4 to read as follows:

Within thirty (30) days after the end of each quarter, County shall provide quarterly progress reports to the PROJECT APPLICANT showing Contractor’s charges from the prior quarter associated with completion of task(s) as specified in “Exhibits A and A-1” of the PSA as amended (Scope of Services/Payment Provisions for the Project).

4. Amend the first sentence of Paragraph 5, “Engagement of Contractor”, to read as follows:

This Agreement as amended is based on County engaging Contractor in accordance with the PSA between County and Contractor and Amendment No. 1 and Amendment No. 2 to the PSA, attached hereto respectively as Exhibits “1”, “1A”, and “1B” and incorporated by this reference.

5. Amend the first sentence of Paragraph 6.a., “Contractor”, of Paragraph 6, “Payments to Contractor and County”, to read as follows:

Contractor’s invoices shall be paid from Base Budget funds deposited by PROJECT APPLICANT in the amount of \$162,059.00.

6. Amend Paragraph 8, “Term”, to read as follows:

AGREEMENT shall become effective retroactive from June 27, 2017 and continue through June 30, 2023, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

7. Amend the first sentence of Paragraph 9, “Termination”, to read as follows:

AGREEMENT shall terminate on June 30, 2023 but may be terminated earlier by PROJECT APPLICANTS or County, by giving thirty (30) days’ written notice to the other.

8. Amend “TO COUNTY” information of Paragraph 22, “Notices”, to read as follows:

Anna V. Quenga, Planning Services Manager
County of Monterey, Housing and Community Development
Phone: (831) 755-5175
Email: QuengaAV@co.monterey.ca.us

9. All references to the Resource Management Agency (RMA) in the Agreement or Amendment No. 1 shall be understood to mean Housing and Community Development (HCD) to the extent applicable.
10. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
11. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

PROJECT APPLICANT*

By: Erik V. Lundquist
Erik V. Lundquist ^{75F46D591F65425} ~~Mike Novo, AICP~~ ^{DS} EV
~~Interim~~ Director of Housing and Community ^{DS} EV
Development

JEFFREY LATOURETTE

Date: 7/7/2021

By: Jeffrey LaTourette
^{DocuSigned by:}
(Signature of Chair, President or Vice President)

Its: Jeffrey LaTourette, Owner
(Print Name and Title)

Date: 6/8/2021

**Approved as to Form
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager**

By: Kristi Markey
^{DocuSigned by:}
C21D52A9D63041C... Kristi A. Markey
Deputy County Counsel

Date: 6/8/2021

Approved as to Fiscal Provisions

By: Joey Nolasco
^{DocuSigned by:}
F60C442ED05B437... Auditor/Controller

Date: 6/8/2021

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager**

By: _____
Leslie J. Girard
County Counsel-Risk Manager

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT 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.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Denise Duffy & Associates, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, to complete an Environmental Impact Report (“EIR”) (“services”) for the LaTourette Subdivision Project (“Project”) to satisfy the requirements of the California Environmental Quality Act (CEQA) as set forth below:

Based on unexpected delays, an additional work effort will be required beyond what was anticipated in the Agreement with the CONTRACTOR. This Amendment No. 2 to the Agreement incorporates additional staff time required for completion of the tasks outlined in the attached Cost Estimate dated April 9, 2021.

Assumptions: This Scope of Services incorporates the same assumptions as the original Exhibit A to the Agreement.

B. PAYMENT PROVISIONS

COMPENSATION/ PAYMENT

County shall pay an increased amount not to exceed \$21,794.00 (for base budget) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services as amended, for a total amount not to exceed \$183,098.75 (\$162,059.00 base budget and \$21,039.75 project contingency). CONTRACTOR's compensation for services rendered shall be based on the attached Cost Estimate.

CONTRACTOR’S BILLING PROCEDURES

Invoices under this Agreement as amended shall be submitted monthly and promptly, and in accordance with Section 6, “Payment Conditions”, of the Agreement. All invoices shall reference the Project name and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@co.monterey.ca.us:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Except as amended by Amendment No. 1 and Amendment No. 2, all other payment provisions of the Agreement remain in full force and effect.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

DD&A, Inc. Cost Estimate

for County of Monterey

*LaTourette Subdivision Administrative Draft EIR Project**April 9, 2021*

Task		Principal	Sr. Project Manager, Regulatory Specialist	Sr. Planner/Scientist	Assistant Project Manager	Asst Planner	GIS/Computer Specialist	Admin/Editing	Hours Per Task	Subtask	Cost Per Task	
1	2nd Admin Draft EIR	2	8	4	32	24	4		74		9,402.00	
2	Draft EIR	2	6	2	12	8	2		32		4,430.00	
3	Meetings	6	6		8				20		3,546.00	
4	Project Management and Coordination	4	10		6			4	24		3,870.00	
		Total Hours		14	30	6	58	32	6	4	150	
		Hourly Rate		\$ 233.00	\$ 194.00	\$ 155.00	\$ 123.00	\$ 100.00	\$ 107.00	\$ 65.00		
		Total Labor		\$ 3,262	\$ 5,820	\$ 930	\$ 7,134	\$ 3,200	\$ 642	\$ 260		\$ 21,248
Subconsultants											\$ -	
None											\$ -	
Expenses											\$ 475	
Printing/Copies											\$ 200	
Mileage (at current IRS mileage rate)											\$ 125	
Miscellaneous (phone, fax, cellular, postage, courier etc)											\$ 150	
Subtotal											\$ 475	
Administration Fee											\$ 71	
Total Budget											\$ 21,794	



Monterey County Board of Supervisors

Board Order

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

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

Agreement No.: A-13636; Amendment No.: 2 and Agreement No.: A-13654; Amendment No.: 2
 a. Approve Amendment No. 2 to Professional Services Agreement No. A-13636 with Denise Duffy & Associates, Inc. to prepare the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) where the Base Budget in the amount of \$140,265 is increased by \$21,794 to \$162,059, with no increase in the Contingency Budget of \$21,040, for a total amount not to exceed \$183,099 and to extend the term for two additional years for a revised term of June 27, 2017 to June 30, 2023; and
 b. Approve Amendment No. 2 to Funding Agreement No. 3 (Agreement No. A-13654) with Jeffrey LaTourette for preparation of the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) where the Base Budget in the amount of \$140,265 is increased by \$21,794 to \$162,059, with no increase in the Contingency Budget of \$21,040, for a total amount not to exceed \$183,099 and to extend the term for two additional years for a revised term of June 27, 2017 to June 30, 2023; and
 c. Authorize the Director of Housing and Community Development or designee to execute Amendment No. 2 to Professional Services Agreement No. A-13636, Amendment No. 2 to Funding Agreement No. 3 (Agreement No. A-13654), and future amendments to the Agreements where the amendments do not significantly alter the scope of work and do not exceed the original Agreement amounts.

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 21-318

Agenda Item No.: 91

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

Julian Lorenzana, Deputy

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**AMENDMENT NO. 3
TO FUNDING AGREEMENT NO. 3
BETWEEN COUNTY OF MONTEREY AND
JEFFREY LATOURETTE**

THIS AMENDMENT NO. 3 to Funding Agreement No. 3 No. A-13654 between the County of Monterey, a political subdivision of the State of California (“County”) and Jeffrey LaTourette (“PROJECT APPLICANT”) is hereby entered into between the County and the PROJECT APPLICANT (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT’s predecessor in interest, Jeffrey and Monica LaTourette, husband and wife (“PROJECT APPLICANTS”) applied to the County for a permit for a standard subdivision for the LaTourette Subdivision (“Project”) requiring an Environmental Impact Report (“EIR”);

WHEREAS, PROJECT APPLICANTS entered into Funding Agreement No. 3 No. A-13654 with the County on July 25, 2017 (“Funding Agreement”) to provide funding for the EIR for the Project through June 27, 2019 for an amount not to exceed \$161,304.75;

WHEREAS, concurrent with approval of the Funding Agreement, the County approved a Professional Services Agreement (“PSA”) with Denise Duffy & Associates, Inc., (“Contractor”) to prepare the EIR for the Project;

WHEREAS, effective June 27, 2019, the PROJECT APPLICANTS executed an Agreement and Consent to Assignment of Funding Agreement No. 3, dated July 25, 2017, to assign all rights, title and interest in the agreement solely to Jeffrey LaTourette;

WHEREAS, the Funding Agreement was amended by the Parties on August 9, 2019 (“Amendment No. 1”) to extend the term by two years through June 30, 2021 with no increase in the not to exceed amount;

WHEREAS, the Funding Agreement was amended by the Parties on July 7, 2021 (“Amendment No. 2”) to extend the term by two years to June 30, 2023 and increase the amount by \$21,794 for a not to exceed amount of \$183,098.75;

WHEREAS, the EIR for the Project has not been completed and is pending completion of the supporting technical analysis and evaluations;

WHEREAS, additional time is necessary to allow Contractor to continue to provide services associated with the completion of the EIR for the Project;

WHEREAS, the Parties wish to further amend the Funding Agreement to extend the term for one additional year to June 30, 2024.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 8, "Term," to read as follows:

AGREEMENT shall become effective retroactive from June 27, 2017 and continue through June 30, 2024, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

2. Amend the first sentence of Paragraph 9, "Termination", to read as follows:

AGREEMENT shall terminate on June 30, 2024 but may be terminated earlier by PROJECT APPLICANTS or County, by giving thirty (30) days written notice to the other.

3. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
4. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

****THIS SECTION INTENTIONALLY LEFT BLANK****

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

PROJECT APPLICANT*

By: DocuSigned by:
Craig Spencer
188DB6740010
Craig W. Spencer
Working out of class as Director of
Housing and Community Development

JEFFREY LATOURETTE

Date: 4/13/2023

By: DocuSigned by:
Jeffrey LaTourette
Signature of Chair, President or Vice President

**Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel**

Jeffrey LaTourette, Owner
(Print Name and Title)

By: DocuSigned by:
Sean Collins
2EDC94A01B26481
Sean M. Collins
Deputy County Counsel

Date: 4/11/2023

Date: 4/13/2023

Approved as to Fiscal Provisions

By: DocuSigned by:
Ma Mon
2617DD077D684051
Auditor/Controller

Date: 4/13/2023

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager**

By: N/A
Danielle P. Mancuso
Risk Manager

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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**AMENDMENT NO. 4
TO FUNDING AGREEMENT NO. 3
BETWEEN COUNTY OF MONTEREY AND
JEFFREY LATOURETTE**

THIS AMENDMENT NO. 4 to Funding Agreement No. 3 No. A-13654 between the County of Monterey, a political subdivision of the State of California (“County”) and Jeffrey LaTourette (“PROJECT APPLICANT”) is hereby entered into between the County and the PROJECT APPLICANT (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT’s predecessor in interest, Jeffrey and Monica LaTourette, husband and wife (“PROJECT APPLICANTS”), applied to the County for a permit for a standard subdivision for the LaTourette Subdivision (“Project”) requiring an Environmental Impact Report (“EIR”);

WHEREAS, PROJECT APPLICANTS entered into Funding Agreement No. 3 A-13654 with the County on July 25, 2017 (“Funding Agreement”) to provide funding for the EIR for the Project through June 27, 2019 for an amount not to exceed \$161,304.75;

WHEREAS, concurrent with approval of the Funding Agreement, the County approved a Professional Services Agreement (“PSA”) A-13636 with Denise Duffy & Associates, Inc., (“Contractor”) to prepare the EIR for the Project;

WHEREAS, effective June 27, 2019, the PROJECT APPLICANTS executed an Agreement and Consent to Assignment of Funding Agreement No. 3, dated July 25, 2017, to assign all rights, title and interest in the agreement solely to Jeffrey LaTourette;

WHEREAS, the Funding Agreement was amended by the Parties on August 9, 2019 (“Amendment No. 1”) to extend the term by two (2) years through June 30, 2021; July 7, 2021 (“Amendment No. 2”) to extend the term by two (2) years through June 30, 2023 and increase the not to exceed amount to \$183,098.75; April 13, 2023 (“Amendment No. 3”) extending the term by one (1) year through June 30, 2024;

WHEREAS, the EIR for the Project has not been completed and is pending completion of the supporting technical analysis and evaluations;

WHEREAS, additional time is necessary to allow Contractor to continue to provide services associated with the completion of the EIR for the Project; and

WHEREAS, the Parties wish to further amend the Funding Agreement to extend the term for two (2) additional years to June 30, 2026 with no increase in the Agreement amount of \$183,098.75.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 8, "Term," to read as follows:

AGREEMENT shall become effective retroactive from June 27, 2017 and continue through June 30, 2026, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

2. Amend the first sentence of Paragraph 9, "Termination," to read as follows:

AGREEMENT shall terminate on June 30, 2026, but may be terminated earlier by PROJECT APPLICANTS or County, by giving thirty (30) days written notice to the other.

3. In all places within the Agreement, any reference to the County's email address that includes @co.monterey.ca.us is hereby replaced with @countyofmonterey.gov.

4. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.

5. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

****THIS SECTION INTENTIONALLY LEFT BLANK****

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

PROJECT APPLICANT

By: N/A
Contracts/Purchasing Officer

DocuSigned by:
By: Jeffrey LaTourette
(Chair, President, or Vice President)

Date: _____

Jeffrey LaTourette, Owner

DocuSigned by:
By: Craig Spencer
Craig W. Spencer, Director

Name and Title

Date: 4/16/2024

Date: 5/1/2024

**Approved as to Form
County Counsel
Susan K. Blicht, Acting County Counsel**

DocuSigned by:
By: [Signature]
Reed Gallegos, Deputy County Counsel

Date: 4/17/2024

Approved as to Fiscal Provisions

DocuSigned by:
By: Jennifer Forsyth
Auditor/Controller

Date: 4/17/2024

Approved as to Liability Provisions

By: N/A
David Bolton, Risk Manager

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT 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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Attachment 3

Professional Services Agreement A-13636
with Denise Duffy & Associates, Inc.

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Monterey County Board of Supervisors

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

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

Agreement No.: A-13636; Amendment No.: 2 and Agreement No.: A-13654; Amendment No.: 2
a. Approve Amendment No. 2 to Professional Services Agreement No. A-13636 with Denise Duffy & Associates, Inc. to prepare the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) where the Base Budget in the amount of \$140,265 is increased by \$21,794 to \$162,059, with no increase in the Contingency Budget of \$21,040, for a total amount not to exceed \$183,099 and to extend the term for two additional years for a revised term of June 27, 2017 to June 30, 2023; and
b. Approve Amendment No. 2 to Funding Agreement No. 3 (Agreement No. A-13654) with Jeffrey LaTourette for preparation of the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) where the Base Budget in the amount of \$140,265 is increased by \$21,794 to \$162,059, with no increase in the Contingency Budget of \$21,040, for a total amount not to exceed \$183,099 and to extend the term for two additional years for a revised term of June 27, 2017 to June 30, 2023; and
c. Authorize the Director of Housing and Community Development or designee to execute Amendment No. 2 to Professional Services Agreement No. A-13636, Amendment No. 2 to Funding Agreement No. 3 (Agreement No. A-13654), and future amendments to the Agreements where the amendments do not significantly alter the scope of work and do not exceed the original Agreement amounts.

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 21-318
Agenda Item No.: 91

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


Julian Lorenzana, Deputy

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**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-13636 between the County of Monterey, a political subdivision of the State of California (“County”) and Denise Duffy & Associates, Inc. (“CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-13636 with County on July 25, 2017 (“Agreement”) to provide an Environmental Impact Report (“EIR”) for the LaTourette Subdivision Project (“Project”) through June 27, 2019 for an amount not to exceed \$161,304.75; and

WHEREAS, Agreement was amended by the Parties on August 9, 2019 (“Amendment No. 1”) to extend the term for two additional years, through June 30, 2021 and to update the indemnification provision and auto insurance requirements;

WHEREAS, the EIR for the Project has not been completed and is pending completion of the supporting technical analysis and evaluations;

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services associated with the completion of the EIR for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for approximately two additional years to June 30, 2023 and to increase the base budget amount by \$21,794 for a total amount not to exceed \$183,098.75 (\$162,059 base budget and \$21,039.75 project contingency) to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2;

WHEREAS, the County is concurrently herewith processing an amendment to the Funding Agreement with the Project Applicant to provide funding for the services under this Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 2, “Payments by County”, to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-1**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement as amended shall not exceed the sum of \$183,098.75.

2. Amend the first sentence of Section 3, “Term of Agreement”, to read as follows:

The term of this Agreement is from June 27, 2017 to June 30, 2023, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 4, “Additional Provisions/Exhibits”, to add “Exhibit A-1, Scope of Services/Payment Provisions”.
4. Amend County information in Section 14.0 “Notices” to read as follows:

FOR COUNTY:

Shandy Carroll, Management Analyst III

County of Monterey, Housing and Community Development

Phone: (831) 784-5643

Email: 194-HCD-Contracts@co.monterey.ca.us

5. In all places within the Agreement, any reference to County’s email address of RMA-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with 194-HCD-Finance@co.monterey.ca.us.
6. All references to the Resource Management Agency (RMA) in the Agreement or Amendment No. 1 shall be understood to mean Housing and Community Development (HCD) to the extent applicable.
7. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
8. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

CONTRACTOR*

By: DocuSigned by:
Erik V. Lundquist
75F48D591F65426...
Erik V. Lundquist ds eu
-Interim Director of ds eu
Housing and Community Development

Denise Duffy & Associates, Inc.
Contractor's Business Name

Date: 7/7/2021

By: DocuSigned by:
Denise Duffy
79B882C3A921429...
(Signature of Chair, President or Vice President)

Approved as to Form
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

Its: Denise Duffy, President
(Print Name and Title)

Date: 6/4/2021

By: DocuSigned by:
Kristi Markey
C21D52A9D63041C...
Kristi A. Markey
Deputy County Counsel

By: DocuSigned by:
Denise Duffy
79B882C3A921429...
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Date: 6/5/2021

Its: Denise Duffy, Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

Date: 6/4/2021

By: DocuSigned by:
Gary Giboney
D3834BFEC1D8449...
Auditor/Controller

Date: 6/5/2021

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager

By: _____
Leslie J. Girard
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 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.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Denise Duffy & Associates, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, to complete an Environmental Impact Report (“EIR”) (“services”) for the LaTourette Subdivision Project (“Project”) to satisfy the requirements of the California Environmental Quality Act (CEQA) as set forth below:

Based on unexpected delays, an additional work effort will be required beyond what was anticipated in the Agreement with the CONTRACTOR. This Amendment No. 2 to the Agreement incorporates additional staff time required for completion of the tasks outlined in the attached Cost Estimate dated April 9, 2021.

Assumptions: This Scope of Services incorporates the same assumptions as the original Exhibit A to the Agreement.

B. PAYMENT PROVISIONS

COMPENSATION/ PAYMENT

County shall pay an increased amount not to exceed \$21,794.00 (for base budget) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services as amended, for a total amount not to exceed \$183,098.75 (\$162,059.00 base budget and \$21,039.75 project contingency). CONTRACTOR's compensation for services rendered shall be based on the attached Cost Estimate.

CONTRACTOR’S BILLING PROCEDURES

Invoices under this Agreement as amended shall be submitted monthly and promptly, and in accordance with Section 6, “Payment Conditions”, of the Agreement. All invoices shall reference the Project name and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@co.monterey.ca.us:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Except as amended by Amendment No. 1 and Amendment No. 2, all other payment provisions of the Agreement remain in full force and effect.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**DD&A, Inc. Cost Estimate
for County of Monterey
LaTourette Subdivision Administrative Draft EIR Project
April 9, 2021**

Task		Principal	Sr. Project Manager, Regulatory Specialist	Sr. Planner/Scientist	Assistant Project Manager	Asst Planner	GIS/Computer Specialist	Admin/Editing	Hours Per Task	Subtask	Cost Per Task
1	2nd Admin Draft EIR	2	8	4	32	24	4		74		9,402.00
2	Draft EIR	2	6	2	12	8	2		32		4,430.00
3	Meetings	6	6		8				20		3,546.00
4	Project Management and Coordination	4	10		6			4	24		3,870.00
	Total Hours	14	30	6	58	32	6	4	150		
	Hourly Rate	\$ 233.00	\$ 194.00	\$ 155.00	\$ 123.00	\$ 100.00	\$ 107.00	\$ 65.00			
	Total Labor	\$ 3,262	\$ 5,820	\$ 930	\$ 7,134	\$ 3,200	\$ 642	\$ 260			\$ 21,248
Subconsultants											\$ -
None										\$ -	
Expenses											\$ 475
Printing/Copies										\$ 200	
Mileage (at current IRS mileage rate)										\$ 125	
Miscellaneous (phone, fax, cellular, postage, courier etc)										\$ 150	
Subtotal											\$ 475
Administration Fee											\$ 71
Total Budget											\$ 21,794

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**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 4 to Professional Services Agreement No. A-13636 between the County of Monterey, a political subdivision of the State of California (“County”) and Denise Duffy & Associates, Inc. (“CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below;

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-13636 with the County on July 25, 2017 (“Agreement”) to provide an Environmental Impact Report (“EIR”) for the LaTourette Subdivision Project (“Project”) through June 27, 2019 for an amount not to exceed \$161,304.75;

WHEREAS, the Agreement was amended by the Parties on August 9, 2019 (“Amendment No. 1”) to extend the term for two (2) additional years, through June 30, 2021, and to update the indemnification provision and auto insurance requirements;

WHEREAS, the Agreement was amended by the Parties on July 7, 2021 (“Amendment No. 2”) to extend the term for two (2) additional years to June 30, 2023 and increase the base budget by \$21,794 for a new not to exceed amount of \$183,098.75;

WHEREAS, the Agreement was amended by the Parties on April 13, 2023 (“Amendment No. 3”) to extend the term one (1) additional year with no increase to the Agreement amount of \$183,098.75;

WHEREAS, the EIR for the Project has not been completed and is pending completion of the supporting technical analysis and evaluations;

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services associated with the completion of the EIR for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for two (2) additional years to June 30, 2026, with no increase to the not to exceed amount of \$183,098.75 and no change to the Scope of Services.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Section 3, “Term of Agreement,” to read as follows:

The term of this Agreement is from June 27, 2017 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement.

2. In all places within the Agreement, any reference to the County's email address that includes @co.monterey.ca.us is hereby replaced with @countyofmonterey.gov.
3. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
4. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the County and CONTRACTOR have executed this Amendment No. 4 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR NAME

By: N/A
Contracts/Purchasing Officer

DocuSigned by:
By: Denise Duffy
(Chair, President, or Vice President)

Date: Craig Spencer
9A435825BB244EC...

Denise Duffy, President
Name and Title

By: 5/1/2024
Craig W. Spencer, Acting Director

Date: 4/15/2024

Date: _____

DocuSigned by:
By: Denise Duffy
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Approved as to Form

County Counsel

Susan K. Blicht, Acting County Counsel

Denise Duffy, Secretary
Name and Title

DocuSigned by:
By: [Signature]
Rec'd Gallegos, Deputy County Counsel

Date: 4/15/2024

Date: 4/22/2024

Approved as to Fiscal Provisions

DocuSigned by:
By: Patricia Ruiz
051040167FE... Auditor/Controller

Date: 4/24/2024

Approved as to Liability Provisions

By: N/A
David Bolton, Risk Manager

Date: _____

County Board of Supervisors' Agreement Number: _____ 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.

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**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-13636 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Denise Duffy & Associates, Inc. (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, CONTRACTOR entered into Professional Services Agreement No. A-13636 with County on July 25, 2017 (hereinafter, "Agreement") to provide an Environmental Impact Report (hereinafter, "EIR") for the LaTourette Subdivision Project (hereinafter, "Project") through June 27, 2019 for an amount not to exceed \$161,304.75; and

WHEREAS, the EIR for the Project has not been completed; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services associated with the completion of the EIR for the Project; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for approximately two (2) additional years to June 30, 2021 with no associated dollar amount increase 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:

1. Amend the first sentence of Section 3, "Term of Agreement", to read as follows:

The term of this Agreement is from June 27, 2017 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Paragraph 8.02, "Indemnification for Design Professional Services Claims", of Section 8, "Indemnification", to read as follows:

CONTRACTOR shall indemnify, defend and hold harmless 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 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 COUNTY, or defect in a design furnished by 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 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.

3. Amend the "Business automobile liability insurance" paragraph under Paragraph 9.03, "Insurance Coverage Requirements", of Section 9.0, "Insurance", to read as follows:

Business automobile liability insurance, covering all motor vehicles, including 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.

4. The "Schedule" referenced in Exhibit A – Scope of Services/Payment Provisions, of the Agreement is hereby amended to extend through June 30, 2021, to conform to the amended term of the Agreement.
5. Amend the "Invoice" language at the bottom of Paragraph 1, "Invoice Coversheet", in Section B, "Payment Provisions", of Exhibit A – Scope of Services/Payment Provisions, to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Project name and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

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 should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP-GP@co.monterey.ca.us.

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

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

CONTRACTOR*

By: [Signature]
Interim Chief of Planning Services

Denise Duffy & Associates, Inc.
Contractor's Business Name

Date: 8.9.19

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

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Denise Duffy, President
(Print Name and Title)

By: [Signature]
Brian P. Briggs
Deputy County Counsel

Date: 5/9/19

Date: 8-6-19

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

Its: Denise Duffy, Secretary
(Print Name and Title)

Approved as to Fiscal Provisions
By: [Signature]
Auditor/Controller

Date: 5/9/19

Date: 8/17/19

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

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 per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 3 to Professional Services Agreement No. A-13636 between the County of Monterey, a political subdivision of the State of California (“County”) and Denise Duffy & Associates, Inc. (“CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below;

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-13636 with the County on July 25, 2017 (“Agreement”) to provide an Environmental Impact Report (“EIR”) for the LaTourette Subdivision Project (“Project”) through June 27, 2019 for an amount not to exceed \$161,304.75;

WHEREAS, the Agreement was amended by the Parties on August 9, 2019 (“Amendment No. 1”) to extend the term for two additional years, through June 30, 2021 and to update the indemnification provision and auto insurance requirements;

WHEREAS, the Agreement was amended by the Parties on July 7, 2021 (“Amendment No. 2”) to extend the term for two additional years to June 30, 2023 and increase the base budget by \$21,794 for a new not to exceed amount of \$183,098.75;

WHEREAS, the EIR for the Project has not been completed and is pending completion of the supporting technical analysis and evaluations;

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services associated with the completion of the EIR for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one additional year to June 30, 2024.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Section 3, “Term of Agreement,” to read as follows:

The term of this Agreement is from June 27, 2017 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.

2. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
3. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: DocuSigned by:
Craig Spencer
188DB67A496B430
Craig W. Spencer
Working out of class as Director of
Housing and Community Development

Denise Duffy & Associates, Inc.
Contractor's Business Name

Date: 4/13/2023

By: DocuSigned by:
Denise Duffy
Signature of CEO, President or Vice President

**Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel**

Denise Duffy, President
(Print Name and Title)

By: DocuSigned by:
Sean Collins
2EDC94A01B26445
Sean M. Collins
Deputy County Counsel

Date: 4/4/2023

Date: 4/4/2023

By: DocuSigned by:
Denise Duffy
Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer

Denise Duffy, Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

By: DocuSigned by:
Ma Mon
2617DD077D65496
Auditor/Controller

Date: 4/4/2023

Date: 4/4/2023

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager**

By: N/A
Danielle P. Mancuso, 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 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.



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-13636; A-13654

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

- a. Approved the Professional Services Agreement with Denise Duffy & Associates, Inc. (Agreement No. A-13636) where the Base Budget is \$140,265 and the Contingency Budget is \$21,040 for a total amount not to exceed \$161,305 to complete the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) in the Prunedale area of North County, for a term of June 27, 2017 to June 27, 2019;
- b. Approved Funding Agreement No. 3 with Jeffrey and Monica LaTourette (Agreement No. A-13654) where the Base Budget is \$140,265 and the Contingency Budget is \$21,040 for a total amount not to exceed \$161,305 to allow funding to Monterey County for costs incurred by Denise Duffy & Associates, Inc. to complete the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) in the Prunedale area of North County, for a term of June 27, 2017 to June 27, 2019; and
- c. Authorized the Chief of Planning Services to execute the Professional Services Agreement with Denise Duffy & Associates, Inc. and Funding Agreement No. 3 with Jeffrey and Monica LaTourette and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved amount of the Agreements.

PASSED AND ADOPTED this 11th day of July 2017, by the following vote, to wit:

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

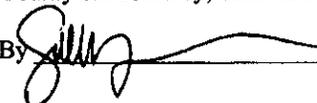
NOES: None

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 80 for the meeting July 11, 2017.

Dated: July 20, 2017
File ID: A 17-298
Revised: July 26, 2017

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  Deputy

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**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(MORE THAN \$100,000)***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Denise Duffy & Associates, Inc.
(hereinafter "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 an Environmental Impact Report (EIR) for the LaTourette Subdivision Project

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 161,304.75.

3. **TERM OF AGREEMENT.** The term of this Agreement is from June 27, 2017 to June 27, 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.

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.

*Approved by County Board of Supervisors on _____.

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 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 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 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 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 the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless 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.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless 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.

9.0 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 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 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 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, Broadform 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.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

9.04 Other Insurance 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. 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. **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, 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, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of 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. **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 Mariscal-Martinez, Management Analyst II	Denise Duffy, Principal-in-Charge
Name and Title	Name and Title
County of Monterey, Resource Management Agency 1441 Schilling Place-South, 2nd Floor Salinas, CA 93901-4527	Denise Duffy & Associates, Inc. 947 Cass Street, Suite 5 Monterey, CA 93940
Address	Address
(831) 755-8966	(831) 373-4341
Phone	Phone

15. **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 professional 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 space is left blank, intentionally.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: Jacqueline L. Onorato
Department Head (if applicable)

Date: 25 July 2017

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
County Counsel

Date: 6-14-17

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 6-9-17

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Denise Duffy & Associates, Inc.
Contractor's Business Name*

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

Denise Duffy, President
Name and Title

Date: 6/7/17

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

Denise Duffy, Secretary
Name and Title

Date: 6/7/17

County Board of Supervisors' Agreement Number: _____

*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 for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Denise Duffy & Associates, Inc., hereinafter referred to as "CONTRACTOR"

INTRODUCTION AND BACKGROUND

CONTRACTOR will work closely with County staff to prepare a thorough and objective Environmental Impact Report (EIR) for the La Tourette Subdivision Project (Project). The EIR analysis will use existing data and reports as a baseline, and supplement these with project-specific and updated technical studies. The EIR will evaluate alternatives that will avoid or reduce significant environmental impacts in conformance with the California Environmental Quality Act (CEQA), including an alternative design proposed by the Project Applicant and a reduced Project alternative.

PROJECT UNDERSTANDING

The proposed Project is located north of the Pesante Road/King Road intersection, approximately two (2) miles east of Highway 101 in North Monterey County. The Project proposes a standard subdivision Vesting Tentative Map for the division of an approximately 47.8-acre parcel (APN 125-101-016) into nineteen (19) lots.

CONTRACTOR proposes to retain Questa Engineering Corporation (Questa) to address the primary issues of water, hydrology/water quality and wastewater disposal. Questa will conduct an updated analysis of potential water-related issues associated with the proposed Project, including on-site wastewater disposal. This will entail conducting a review of updated technical information submitted by the Project Applicant regarding the feasibility of on-site wastewater disposal and reviewing the County of Monterey Health Department, Environmental Health Bureau files.

A detailed description of the methodology to be used to prepare this EIR is included in the scope presented below.

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work for the Project, as set forth below:

Task 1: Project Initiation, New Technical Reports and Technical Report Revisions

This task shall include a comprehensive review of the Project and background materials collected since the original Agreement (Agreement No. A-09816, executed on June 9, 2004); consultation with the County and other responsible or interested agencies to ensure complete understanding of the Project; collection and review of revisions proposed by the Project Applicant; and changes in existing environmental baseline conditions, and other environmental conditions. In order to prepare the updated technical studies, the Project Applicant shall submit electronic and full sets of the current tentative map for the Project prepared by the Project Applicant's surveyor/civil engineer and any updated technical studies prepared on the Project Applicant's behalf. In addition, this scope assumes that the Project Applicant will submit its proposed alternative map that delineates changes between the original submittal and its revised alternative layout. CONTRACTOR shall coordinate with County staff to review updated Project

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

documentation, identify critical milestones, finalize the schedule, and confirm communication protocol. As part of this task, CONTRACTOR shall prepare and submit an updated Project Description to the County for review and approval. This task also includes field visits and site reviews by specific technical team members. This scope does not include completion of the Notice of Preparation (NOP), which the County previously circulated.

Meetings. This task also includes three (3) meetings with the County, including two (2) meetings/conference calls to discuss Project schedule, roles and responsibilities, and confirm expectations, and one (1) field visit with CONTRACTOR and County staff.

Task 2: Prepare Administrative Draft EIR (ADEIR)

Upon completion of required items in Task 1, CONTRACTOR shall update and prepare a new ADEIR for the Project. CONTRACTOR shall submit three (3) copies of the 2nd ADEIR, and one (1) electronic copy in Microsoft Word format to the County for review and comment.

Meetings. This task includes two (2) meetings/conferences. These include: a progress meeting during ADEIR preparation and a meeting/conference call to address County comments on the ADEIR.

Topical Section Scope of Work and Contents. The EIR shall contain all the components described below.

Summary

The Summary Section in the EIR shall be updated and expanded to briefly describe the Project and update all potential impacts and recommended mitigation measures. The Summary shall also identify areas of controversy and Project alternatives evaluated in the EIR. Potential impacts shall be identified as follows: *Significant Unavoidable Impacts*, *Significant Impacts That Can Be Mitigated to a Less-Than-Significant Level*, and *Less-than-Significant Impacts*. The Summary shall also outline comments received in response to the NOP and describe how these comments were addressed in the EIR.

Project Description

The EIR shall include an updated Project Description based on updated information submitted by the Project Applicant. The updated Project Description shall include a detailed description of the proposed Project based on information provided by the County and the Project Applicant. The updated Project Description shall include the regional, vicinity and site location, Project objectives, existing site characteristics, and relevant site and vicinity history. This section shall include site plans, photographs, and other graphics. The Project Description shall also be updated to include a discussion of the following elements of the Project (including related graphics): 1) grading and engineering characteristics; 2) infrastructure improvements; and 3) design features. The Project Description will also identify permits and approvals required for the Project, as well as identify the intended uses of the EIR.

Environmental Setting, Impacts, and Mitigation Measures

As part of this scope, CONTRACTOR shall update the EIR to include a discussion of current conditions at appropriate geographical levels in accordance with the issues being addressed. The EIR shall identify environmental impacts of the Project using significance criteria (i.e., thresholds of significance) to determine the level of impact for each identified issue. Significance

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

criteria under each topical category will be updated as necessary to reflect current County thresholds of significance. The Project Impact Section shall present potentially significant impacts, and identify mitigation that avoids or reduces impacts to a less-than-significant level where possible. The EIR shall analyze and address the following issue areas:

2.1 Hydrogeology and Groundwater Quality

The hydrogeology and groundwater quality technical analysis shall be updated by Questa and CONTRACTOR and shall incorporate the following approach:

The background data review for the Hydrogeology Section shall include a review of groundwater studies prepared by or for the County (i.e., new or updated studies available from the Monterey County Water Resources Agency, and the County Environmental Health Bureau) since the preparation of the 1st ADEIR, including any updates of those studies, if available. This shall include Central Coast Regional Water Quality Control Board's (CCRWQCB) *Basin Plan*, Department of Water Resources Water Data Library for information on groundwater quality and well water levels in the Project area; and United States Department of Agriculture's (USDA) Soil Survey of Monterey County, and geologic and topographic maps of the Project environs.

A site review shall be conducted to confirm existing conditions on the Project site with respect to proposed subdivision plans and existing uses. Special focus shall be given during the site visit to the observation of such factors as drainage patterns and features, topography, existing well locations, vegetation, soil and geologic exposures.

The Hydrogeologic Report for the Project shall be updated and prepared to satisfy applicable County requirements. Pertinent aspects of the hydrogeology and ground water quality shall be re-reviewed and described, including a description of the aquifer and groundwater conditions. The following shall be performed to complete the hydrogeology environmental and regulatory setting of the report:

- A review and description of purpose, scope, and location of the proposed Project as it relates to hydrogeology and groundwater quality;
- Historic rainfall and evapotranspiration data for the area will be quantified based upon climate data available for Project vicinity. An isohyetal map and a discussion of any long-term fluctuations will be included; and *¹
- Applicable Federal, State, and Local regulations, including the Monterey County Water Conservation Ordinance, will be reviewed and described.

The following shall be updated to complete the impact analysis and discussion of hydrogeology and groundwater quality:

- The potential regional source of water (Highlands South Aquifer) for the Project shall be described and how it may be supplied to the site (i.e., the Woodland Heights Mutual Water Company (WHMWC). The latter shall include the specific potable water requirements for the Project and how the use may affect the existing water systems in the area; and

¹ Items that will be completed as part of the Hydrogeologic Report, and then presented in pertinent sections of the EIR, have been marked with an asterisk (*) throughout this work scope.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Information regarding Pajaro Sunny Mesa Community Services District and the WHMWC including the updated number of WHMWC connections, annual/daily production, and required amendments to add new connections.

The discussion of groundwater resources for the Project shall be quantified and discussed to include hydrogeologic environment and shall include aquifer identification and characterization, groundwater basin delineation, well yields and a characterization of soils. *

- Groundwater levels and flow shall include a discussion of groundwater levels, a groundwater contour map, and a discussion of any seasonal and/or long-term fluctuations. This section shall also include a discussion of the proposed recharge areas and the amount of recharge shall be quantified using monthly time-step water balance methodology. It shall also consider potential impacts of pumping on neighboring wells based on information supplied by the Project Applicant. (Note: If it is determined that new wells and/or significantly higher pumping rates are required to serve the Project, additional work may be required). *
- Groundwater in storage shall be quantified by discussing the amount of groundwater in storage and the amount that can be recovered. *
- Groundwater quality shall be discussed and any impacts on the groundwater by the proposed Project shall be discussed and mitigation measures listed. *
- An assessment of existing and proposed water usage shall be provided and updated accordingly. Based upon the Project Description, water usage shall be estimated and divided among landscaping, fire flow requirements, and domestic use. Questa shall estimate existing and proposed usage based upon County standards or flow records for other projects in the area. The source of the information and the method of calculations shall be documented. *
- A monthly water balance for the proposed Project shall be calculated and updated to the extent necessary. Groundwater recharge shall include ground water inflow plus the average annual precipitation, minus evapotranspiration, runoff or stream flow, and any supplemental recharge provided by the Project (e.g., stormwater infiltration) and soil moisture demands. The net groundwater recharge, minus any existing demand, and the proposed Project water demand, equals the change in groundwater storage. *
- Any known water supply problems in the area that affect the proposed Project shall be described. Cumulative effects of future projects of similar size supplied by the same aquifer shall also be described and updated, as appropriate. This assumes a list of cumulative projects shall be identified and provided by the County.
- Project consistency with applicable County requirements related to water supply and conservation shall also be discussed.
- Based upon the description to be provided by the Project Applicant, the method, type, and extent of wastewater disposal shall be re-reviewed and updated, as necessary (see also Wastewater Treatment and Disposal below).
- The quality and quantity of wastewater discharged by the proposed Project shall be described and, where appropriate, updated. Quantity figures shall include both daily average and peak wastewater flows. Quality figures shall include estimated nitrate concentrations, and all other constituents as determined by the County Environmental Health Bureau and the CCRWQCB. *

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- The description of all existing and future sources of nitrate loading within the study area shall be updated. The potential for surface water contaminants to enter aquifers in the vicinity of the proposed development area shall also be updated. *
- The nitrate loading analysis for the proposed Project shall be updated. Based upon readily available information, the long-term nitrogen/nitrate balance of the impacted aquifer shall be calculated using a chemical-water balance approach. The source of any nitrate contamination shall be included along with the effect of the proposed Project on the nitrate balance and the overall potability of the groundwater supply. The County Environmental Health Bureau shall be consulted for special concerns or requirements. *
- The average daily and peak nitrate-loading rate per acre for the existing and proposed Project shall be calculated and described. *
- The aquifer impacted by the wastewater and/or sewage discharge shall be identified and discussed in terms of existing and future water balance both with and without the Project.

Based upon the impact evaluation, mitigation measures shall be recommended and described. Recommendations concerning water conservation measures, including water reclamation and retention ponds, shall also be explored. The potential for employing additional methods to enhance the percolation of stormwater as recharge for local groundwater supplies on the Project site shall also be considered as a mitigation measure, if the proposed recharge/percolation pond is not found to be sufficient.

To ensure fire flows can be met, the North County Fire District shall be contacted regarding fire flow requirements for the Project. The County Health Department shall be consulted to set and identify water quality standards for the Project as part of the significance criteria development.

2.2 Surface Water Hydrology and Water Quality

The background data review for the Surface Water Hydrology and Water Quality Section of the EIR shall be updated and shall consist of reviewing the following information:

- Existing surface water studies in the Project vicinity, including the Salinas Valley Water Project Report, reports and/or data available for the WHMWC (e.g., Drinking Water Source Assessment), and surface water studies prepared by or for the County; *
- The CCRWQCB Basin Plan shall be reviewed for beneficial uses and water quality objectives of Project site or receiving water bodies;
- Drainage and Project site information available from the Project Applicant; and
- The USDA Soil Survey of Monterey County and geologic and topographic maps of the Project environs.

The following shall be updated to complete the surface hydrology and water quality setting of the EIR:

- A review and description of purpose, scope, and location of the proposed Project as it relates to surface water hydrology and water quality and an updated rainfall and evapotranspiration data for the area shall be quantified and described based upon climate data available for Project vicinity. An updated isohyetal map and a discussion of any long-term fluctuations in rainfall shall be included. The isohyetal map shall be updated to reflect recent drought conditions;

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Pertinent water quality background information from the review of existing surface water studies, and water quality data in the Project area shall be summarized;
- Floodplains in the Project site and any aquifer recharge areas in the site and/or the Project's vicinity shall be identified. Floodplains shall be identified based on current Federal Emergency Management Agency (FEMA) floodplain mapping available for the Project area; and
- Beneficial uses and water quality objectives identified in the Basin Plan for Project site or receiving water bodies in the Project vicinity shall be summarized.

The following shall be updated to complete the impact analysis and discussion of surface water hydrology and water quality:

- A map showing all watershed and drainage features shall be provided and, where appropriate, updated. Any wetlands shall be identified and the impacts of the proposed Project on them shall be discussed;
- Existing stream flow conditions for the Project site. A discussion of the stormwater drainage caused by the proposed Project's impervious surfaces and how it will be controlled shall be included, including potential for recharge capacity. An analysis of the potential for the beneficial use of captured stormwater shall be included. It is assumed that the Project Applicant shall provide an appropriately scaled base map and Project plans of any updated application material in electronic format for use by Questa; and *
- Potential changes in surface runoff water quality resulting from development of the Project shall be investigated and updated, as necessary. This will consider existing surface water quality conditions (to the extent that they are known), and likely changes in the type and amount of runoff pollutants associated with the development of the Project.

Mitigations shall be identified for hydrologic-surface runoff impacts determined to be significant under the proposed or alternative Projects.

2.3 Drainage

The background data in the Drainage Section of the report shall be re-reviewed and updated, as necessary. This shall include a review and update of drainage and Project site information; and County documents, files, and/or maps relevant to on-site and off-site drainage infrastructure.

The existing (including any existing wetland areas) and proposed drainage system for the Project site and downstream receiving waters shall be described. The following shall be updated to complete the impact analysis and discussion of drainage:

- Proposed and required drainage facilities shall be reviewed and evaluated for adequacy to meet County requirements. As necessary, the Project shall be reviewed to determine if existing County infrastructure will be adequate to handle stormwater runoff, or if improvements will be necessary to accommodate the additional runoff. (Note: compliance with County requirements for onsite attenuation of peak flow is intended to eliminate impacts on offsite infrastructure); and
- Potential on-site and off-site erosion and drainage impacts from the proposed development shall be identified and described. Potential impacts to the Project from off-site drainage conditions will also be identified and described.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Based upon the results of the impact analysis, mitigation measures for impacts to on-site and off-site drainage shall be identified.

2.4 Wastewater Treatment and Disposal

The Wastewater Treatment and Disposal analysis shall be updated to evaluate proposed on-site septic system suitability. This would also entail a review of updated technical documentation submitted by the Project Applicant concerning the suitability of site soils for on-site wastewater disposal. The following analysis and documentation shall be completed/updated:

- All relevant background information on the Project site will be compiled and reviewed. This shall include the history of correspondence, reports, and additional information available from the County Environmental Health Bureau; and
- Relevant background information on the existing conditions shall be updated in the environmental setting, where appropriate. Additionally, soil and percolation testing results shall be summarized including the full sets of results from additional Project Applicant testing.

The following information will be presented in this section:

- Description of the existing septic systems on the Project site in terms of maximum capacity, permitted capacity, existing demands, and future demands (i.e., with and without Project);
- Summary of current County Environmental Health Bureau sewage disposal regulations, and a summary of the CCRWQCB's Basin Plan policies, requirements, and prohibitions regarding on-site sewage disposal systems; and
- The evaluation of the suitability for the proposed subdivision of the use of individual on-site septic systems shall also be updated. Based upon the findings of the impact analysis, mitigation measures shall be developed and described. Mitigation measures shall address County requirements and design features, covering such issues as bonding, loading rates, and alternative locations and design.

2.5 Water Supply

The background data review for the water supply section shall be updated to include a discussion of existing reports and/or data available for the WHMWC (e.g., *Drinking Water Source Assessment*). *

The following shall be updated to complete the Water Supply Environmental and Regulatory Section of the report:

- The application proposes the expansion of the Woodland Heights Mutual Water System to provide potable water for the Project. The description of the water system shall be updated to describe the number of connections, existing and required long-term supply, and necessary infrastructure extension to deliver water to the Project site; and
- The proposed locations and sizes of existing and proposed well, tank, and access easements shall be updated and illustrated as necessary.

Legal requirements necessary to provide water service for the Project shall be updated, as appropriate. The following will be updated to complete the impact analysis and discussion of water supply:

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Expected short-term and long-term demands imposed by the Project shall be quantified and described to show how the Project will impact the water system. These demands shall be expressed in terms of numerical volume, fire flows, and as a percentage both compared to existing and future capacity of adjacent and area-wide delivery systems; and
- Water delivery system facility/infrastructure improvements to provide adequate supplies for the short-term and long-term needs shall be identified and described. Temporary water capacity (i.e., storage facility) and demand for long-term capacity (stream flows, reservoirs, and groundwater capacity) shall be presented and cumulative and indirect impacts related to capacity and the delivered water supply addressed. As appropriate, alternative water supply options and water treatment requirements shall be included.

Based upon the findings of the impact analysis, mitigation measures shall be updated.

2.6 Biological Assessment

CONTRACTOR shall conduct spring and summer surveys and prepare a Biological Assessment (BA) report. The report shall identify and describe survey methodology and results, and existing biological resources on-site and within the vicinity of the Project site. In addition, the BA report shall also evaluate the potential biological related effects associated with the proposed Project. This BA report shall serve as the basis for the Biological Resources Section of the EIR and shall be incorporated as an appendix to the EIR.

2.7 Land Use and Consistency with Plans & Policies

The Project site is located in a rural area composed mainly of rolling hills supporting some grazing and rural residential development. The Project site is surrounded by undeveloped lands to the west, north, and east, and the Woodland Heights subdivision to the south. This section of the EIR shall present the historical, present, and proposed uses on the Project site and in the surrounding area and address the Project's consistency with applicable land use plans, policies, and programs including those in the County's General Plan, North County Area Plan, County codes, and relevant agency guidelines (e.g., Monterey Bay Unified Air Pollution Control District (MBUAPCD) Air Quality Management Plan (AQMP) and CEQA Guidelines, Association of Monterey Bay Area Governments (AMBAG) regional studies, CCRWQCB Basin Plan). Recommend mitigation measures for identified impacts, in order to make the Project consistent with planning policies, shall be provided if necessary.

2.8 Population and Housing

The ADEIR shall be updated to describe the existing population and housing characteristics of the County as a whole and North County in particular, and evaluate the effects of providing additional housing. This analysis will describe the County's current affordable housing program and the Project's consistency with this program. CONTRACTOR shall recommend mitigation measures for identified impacts, in order to make the Project consistent with housing goals, if necessary.

2.9 Geology/Soils/Geotechnical Issues

The Project shall occur within the Watsonville Lowlands region, between the Prunedale area and the City of Salinas. The Watsonville Lowlands region is dominated by a relatively down-dropped basin filled with sediments of mid to late Quaternary age. The analysis contained in this section shall be based on prior technical analysis conducted by Haro, Kasunich & Associates, Inc. (HKA). This scope does not include any technical updates to the

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

existing geological analysis. This section shall include a discussion of the general geologic setting, including the following:

- Qualitative evaluation of existing geologic hazards, including ground stability, seismic shaking potential, soil liquefaction and lateral spreading hazard, and ground surface rupture hazard due to faulting, with an assessment of Project impacts on land stability and proposed mitigation recommendations, as warranted;
- Erosion hazard, including potential Project impacts and recommendations for mitigating Project impacts, as needed, both during construction and following Project completion; and
- Site drainage conditions and potential Project impacts as they pertain to geologic processes, with mitigation recommendations.

2.10 Traffic and Circulation

CONTRACTOR shall write a new Transportation Section of the EIR based on a Traffic Study that will be prepared by the Project Applicant's traffic consultant. The Traffic Study shall be provided to CONTRACTOR by the County or the Project Applicant at Project Initiation (Task 1). This scope assumes this Traffic Study will be prepared in accordance with the County's requirements and standards, and will be reviewed by the County Public Works & Facilities and County Resource Management Agency for use for the EIR. CONTRACTOR shall coordinate with County Resource Management Agency and County Public Works & Facilities, conduct meetings, and incorporate the information to prepare the new traffic section documenting that the new Traffic Analysis addresses the County's concerns related to Project-generated traffic. The Traffic Analysis and any pertinent correspondence from Public Works shall be used to prepare the new Traffic section of the EIR, including determination of the traffic impacts of the proposed Project on the highways, roadways, and intersections in the vicinity of the Project site. CONTRACTOR shall confer with Public Works & Facilities to determine recommended mitigation measures for identified impacts, in order to reduce the Project's traffic impacts, if necessary.

2.11 Air Quality/Climate Change

The air quality impacts shall be addressed through an analysis to be conducted by Ambient Air Quality and Noise Consulting (Ambient) and CONTRACTOR.

The Project site is located within the North Central Coast Air Basin (NCCAB) and within the jurisdiction of the Monterey Bay Air Resources District. Primary air quality issues associated with this Project would be impacts to regional air quality from indirect sources (i.e., Project traffic generation) and temporary emissions of dust and exhaust from construction. This section of the EIR would:

- Describe construction air quality impacts due to regional pollutant, dust, and toxic air contaminant emissions that would occur due to construction equipment/truck use as well as clearing and grading activities;
- Assess the potential for nuisance and odor impacts;
- Describe the Project's consistency with regional air quality management plans (AQMP for Monterey Bay Region) and State global climate change policies and recommendations; and
- Identify mitigation measures to reduce significant air quality impacts.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

2.12 Noise

The Project site is located in a relatively remote area, where the only source of noise is from traffic generated on nearby streets. Both the short-term and long-term noise impacts of the Project shall be evaluated in the EIR, based on an updated noise analysis to be prepared by Ambient. This section shall describe the existing noise conditions on the Project site and surrounding area based on field noise measurements to establish the baseline noise environment. Applicable noise standards and policies in the County's General Plan and the County Noise Ordinance shall be presented. This section shall assess noise impacts based on the measured noise data and traffic projections. Potential noise impacts resulting from Project-generated traffic noise or construction noise at existing residences adjacent to the Project site shall be assessed. Projected noise levels shall be compared against County guidelines and standards, and appropriate CEQA significance criteria. This section shall also assess noise impacts during construction activities that could adversely affect nearby sensitive land uses and/or violate applicable standards or ordinances. Mitigation measures for significant noise impact shall be presented.

2.13 Visual/Aesthetics

The EIR shall describe the existing visual setting of the Project area in terms of physical attributes, aesthetics, vista, glare, and nighttime lighting levels. Photographs of the existing site shall accompany the text. The EIR shall analyze the potential visual impacts from Project grading, tree removal, and the introduction of new residential uses. The EIR shall recommend mitigation measures to reduce visual/aesthetic impacts to a less-than-significant level.

2.14 Utilities & Public Services

The EIR shall update the description of public services and utilities serving the Project site. The EIR shall quantify the increase in demand and availability of public services, including police protection, fire protection, emergency medical services, roadway maintenance, solid waste disposal, schools, and park and recreation facilities. This section shall also address utilities and energy. Mitigation shall be identified for any significant impacts on public services and utilities. As described above, a detailed evaluation of water supply and wastewater disposal shall be provided.

2.15 Forest Management Plan (FMP) (within the Biological Resources Section)

Stephen Staub, through CONTRACTOR, prepared the earlier analysis for forestry and tree resources in the EIR. A FMP, including a Forester's Assessment and Recommendation was originally prepared. Frank Ono Consulting will be retained to update the existing FMP. As part of this task, CONTRACTOR's Natural Resource Division shall be responsible for confirming the location of trees that may be affected by the Project. This information shall be determined based on information provided by the Project Applicant. CONTRACTOR shall field verify the location of all trees proposed for removal. This information shall be incorporated into the FMP prepared by Frank Ono Consulting. CONTRACTOR assumes that the Project Applicant shall supply digital copies of the Project site plan in either CAD (.dwg) or ArcGIS (.shp) shapefile format. Data that has been referenced in either North American Datum 1983, California Zone 4 or Universal Transverse Mercator, Zone 10 N is preferable, but not a requirement. Project site plans shall include location of all proposed development lots, access routes, and trees scheduled for removal. The FMP will include the following:

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Characterize forest inventory using sample plots across the range of forest conditions on the Project site. An updated summary table shall be prepared with estimates of numbers of trees by species and diameter class. Observations of tree conditions and health shall also be included.
- Review relevant site documentation and design including Project maps, grading plans, vegetation mapping, soils reports, biological reports, and relevant County requirements.
- Update the FMP based on updated findings to address tree removal impacts for the proposed road alignment and tree removal for alternative access from North King Road, tree removal for subdivision infrastructure improvements, tree removal within identified building envelopes on a per lot basis, and tree removal within identified septic envelopes on a per lot basis. This analysis shall be partly based on an updated tree survey map of the site prepared by the Project Applicant's surveyor/civil engineer. Any updates to this map shall be conducted by CONTRACTOR staff to accurately characterize impacts of Project improvements.

Cumulative Impacts

In accordance with CEQA requirements, the EIR shall update the cumulative projects list and revise the Cumulative Section of the ADEIR. The section shall analyze potentially significant cumulative impacts anticipated from development of the Project combined with projects that are proposed, planned, and/or underway within the County and vicinity. The analysis shall be based on the list of proposed or anticipated projects in the area, to be provided by the County.

Alternatives

In accordance with CEQA, the EIR shall address a reasonable range of alternatives to the Project that could feasibly meet the Project objectives and potentially avoid or lessen any significant environmental impacts associated with the Project. CONTRACTOR shall update the alternatives analysis to include a Project Applicant proposed alternative consisting of an alternative site configuration.

All alternatives shall be discussed both quantitatively and qualitatively in terms of their impacts and their effectiveness in addressing identified potentially significant and significant unavoidable adverse Project impacts. The alternatives analysis shall include an evaluation of the following alternatives: no project alternative, Project Applicant proposed alternative, and a reduced Project alternative. This section will identify the Project deemed to be the *environmentally superior alternative* per the requirements of CEQA Guidelines Section 15126.6(e)(2). This evaluation shall be based on a comparative analysis of the feasible alternatives.

Other CEQA and County-required Sections

The EIR shall also be updated to include other CEQA and County-required issues and sections, including Growth-Inducing Impacts; Significant Unavoidable Impacts; Significant Irreversible Effects; and Beneficial Effects. EIR References, Persons Consulted and EIR Preparers will also be included in this section.

Task 3: Prepare Draft EIR (DEIR)

After the County's review of the updated ADEIR (an assumption for the schedule is approximately review period of thirty (30) days), CONTRACTOR shall revise the EIR based on the County's comments. CONTRACTOR shall submit one (1) Screen-Check DEIR document to the County for a final review. Upon County approval, CONTRACTOR shall submit thirty (30)

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

hardcopies, along with twenty (20) CDs of the DEIR (including appendices), along with one (1) electronic copy in Microsoft Word format, to the County for public distribution. *This scope assumes one (1) round of revisions of the ADEIR by CONTRACTOR and one (1) minor screen-check revision.*

Meetings. This task includes two (2) meetings to review comments on the Administrative and/or Screen-Check DEIR.

Task 4: Prepare Final EIR (FEIR)

Following the minimum forty-five (45) day Public and Agency review period, CONTRACTOR shall meet with the County to review the comments received on the DEIR and discuss approach for preparing responses. CONTRACTOR shall prepare an Administrative Draft FEIR, containing a listing and the letters of all individuals and agencies commenting on the DEIR, and written responses to the comments received. Minor revisions to the EIR text (as necessary) shall also be included. The FEIR shall include a Mitigation Monitoring and/or Reporting Program (MMRP) prepared in the County accepted format and consistent with CEQA Guidelines.

CONTRACTOR will submit five (5) copies of this Administrative Draft FEIR to the County for review (for a minimum internal review period of thirty (30) days). The document shall then be revised per the County's comments and ten (10) hardcopies, along with twenty (20) CDs will be submitted to the County. This scope assumes that the County shall be responsible for distribution of the FEIR.

Meetings. This task includes two (2) meetings with County staff, Agency and Public review comments on the DEIR and/or FEIR.

[This scope assumes a specific amount of CONTRACTOR planning staff time for responding to comments that is considered moderate for this area, as shown in the attached budget. CONTRACTOR reserves the right to review the Public comments and shall request additional compensation if issues arise beyond the scope which would require additional technical response or should the anticipated number of comments or work required to complete the responses exceed the hourly estimate shown in the attached budget.]

Task 5: Certification of the EIR (Meeting Attendance)

Meetings (only). This task includes two (2) hearings. These include: one (1) Planning Commission Hearing, and one (1) follow up Planning Commission Hearing or one (1) Board of Supervisors meeting. This scope does not include the attendance of any of the subconsultant team members at any meetings, with the exception of site visits. Questa will attend up to three (3) meetings throughout the Project. Any request for attendance by CONTRACTOR staff or subconsultants at additional meetings shall be out-of-scope and shall require use of the Project contingency budget on a time and materials basis. This task does not include assistance with staff reports, resolutions, findings or other noticing or presentation material for any hearings. These items shall be provided upon request by the County and shall be considered as an additional task/service.

Services outlined in this Exhibit A – Scope of Services/Payment Provisions of the Agreement shall be provided as noted. Additional services cannot be provided until the additional work is presented to the County and with County and Project Applicant approval, amended into this

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Agreement. Once the amendment to the Agreement is fully executed, CONTRACTOR will be authorized to proceed with the additional services.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SCHEDULE

The following is a schedule for the EIR for the Project. It is assumed that the Project Applicant shall submit revised Project plans/maps in a timely manner, which is required in order to complete the technical reports. It is further assumed that all technical reports shall be completed within four (4) weeks following Project initiation. Please note that the EIR schedule does not account for unanticipated delays outside CONTRACTOR's control. These delays include failure to receive all Project-related information in a timely manner, delays in administrative reviews by the County, continuances of Public hearings, or similar events.

Deliverable	Estimated Timeframe
A. Technical Reports	4 weeks
B. Delivery of ADEIR*	6 weeks
C. Delivery of DEIR**	2 weeks
D. Delivery of FEIR***	4 weeks
E. Hearing Attendance****	To Be Determined
<p>* ADEIR shall be completed within four (4) weeks from the time all technical reports are completed and finalized.</p> <p>** Assumes that all County comments shall be consolidated into one (1) set of comments to be incorporated in the Public review DEIR.</p> <p>*** Assumes a reasonable amount of comments; if additional technical analysis is warranted based on Public comments. Additional time may be warranted to finalize the FEIR for County review.</p> <p>**** Assumes that Public hearings will be held two (2) weeks following completion of the FEIR.</p>	

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Denise Duffy & Associates, Inc.
Budget Estimate for La Tourette Subdivision EIR, 2017

Task #	Description	Principal	Senior Environmental Scientist	Senior Planner	Project Manager	Associate Planner/Scientist	Assistant Planner/Scientist	GIS/Graphics	Biologist Field Technician	Administrative	Total Labor	Direct Costs (Subcontractor)	Admin Fee (15%)	Costs by Task	Costs by Deliverable
1	Project Initiation/Technical Reports/Revisions	4					10			8		\$100.00	\$15.00	\$ 8,183.00	\$ 8,183.00
	Project Initiation/Technical Report Revisions						20								
2	Prepare Administrative DEIR									10					\$ 84,991.50
	Administrative DEIR	4	10	18	33	56	24	16		10		\$750.00	\$ 112.50	\$ 20,500.50	
2.1	Hydrogeology and Groundwater Quality (Questa)	2										\$ 2,960.00	\$ 444.00	\$ 4,267.00	
2.2	Surface Water Hydrology and Water Quality (Questa)											\$ 2,960.00	\$ 444.00	\$ 3,827.00	
2.3	Drainage (Questa)											\$ 2,960.00	\$ 444.00	\$ 3,827.00	
2.4	Wastewater Treatment and Disposal (Questa)											\$ 2,960.00	\$ 444.00	\$ 3,827.00	
2.5	Water Supply (Questa)											\$ 2,960.00	\$ 444.00	\$ 3,827.00	
2.6	Biological Assessment (DD&A)	5	47			62	10	2		2		\$ 45.22	\$ 6.78	\$ 16,304.00	
2.7	Land Use and Consistency with Plans & Policies (DD&A)	2		4	8							\$ -	\$ -	\$ 2,132.00	
2.8	Population and Housing (DD&A)			4	8							\$ -	\$ -	\$ 1,692.00	
2.9	Geology/Soils/Geotechnical Issues (H&A)			2						2		\$ -	\$ -	\$ 416.00	
2.10	Traffic and Circulation	15		4	5			5		5		\$ -	\$ -	\$ 5,268.00	
2.11	Air Quality/Climate Change (Ambient)			4	8					2		\$ 3,500.00	\$ 525.00	\$ 5,899.00	
2.12	Noise			2						2		\$ -	\$ -	\$ 416.00	
2.13	Visual/Aesthetics (DD&A)			4	8		4					\$ -	\$ -	\$ 2,068.00	
2.14	Utilities & Public Services (DD&A)			4	8		4					\$ -	\$ -	\$ 2,068.00	
2.15	FMP (Frank Ono)		4	4	5				40			\$ 3,500.00	\$ 525.00	\$ 8,713.00	
3	Prepare DEIR														\$ 18,158.00
	Prepare Draft EIR	6		10	22	20	40	8		8		\$2,650.00	\$ 397.50	\$ 15,897.50	
	Meeting Attendance (two meetings)	6			6							\$150.00	\$ 22.50	\$ 2,320.50	
4	Prepare FEIR														\$ 20,794.00
	Final EIR (see note 1)	12	6	12	30	18	40	2		20		\$1,650.00	\$ 247.50	\$ 18,413.50	
	Meeting Attendance (two meetings)	6			6							\$150.00	\$ 22.50	\$ 2,320.50	
5	Certification of EIR (Meeting Attendance)														\$ 8,198.50
	Meeting Attendance (two hearings)	12	2	6	20		10			8		\$150.00	\$ 22.50	\$ 8,198.50	
	Total Hours/Labor/Direct Cost & Admin Fee	74	69	91	196	176	142	33	40	67	\$1,068,703	\$ 27,445.22	\$ 4,116.78	\$ 140,265.00	
	2017 Rate (\$/hour)	\$210.00	\$158.00	\$147.00	\$138.00	\$105.00	\$94.00	\$77.00	\$66.00	\$61.00					
	Total DO&A Labor	\$16,280	\$10,902	\$13,377	\$27,048	\$18,480	\$13,348	\$2,541	\$2,640	\$4,087					\$ 140,265.00
	TOTAL														\$ 140,265.00

Note: Totals have been rounded.
1. DD&A reserves the right to review the public comments and will request additional compensation (prior to additional services being performed) if issues arise beyond the scope which would require additional technical responses or should the anticipated number of comments or work required to complete the responses exceed the above hourly estimate.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

Invoices for work products/deliverables under the Agreement shall be submitted when the work product is complete and shall identify the document or work product being delivered. Invoices for services performed in conjunction with a work product/deliverable shall be billed on a time and materials basis at a not to exceed amount by task. All invoices shall include the following:

1. Invoice Coversheet

***Denise Duffy & Associates, Inc.
LaTourette Subdivision Project***

Date: _____

Invoice No. _____

Agreement Term: June 27, 2017 to June 27, 2019

Agreement Amount: \$161,304.75 (\$140,265.00 base budget plus \$21,039.75 project contingency)

This Invoice:

1.	\$8,183.00	<u>Project Initiation, Technical Reports/Revisions</u>	
2.	\$20,500.50	<u>Prepare Administrative DEIR</u>	
2.1	\$4,267.00	<i>Hydrogeology and Groundwater Quality (Questa)</i>	_____
2.2	\$3,827.00	<i>Surface Water Hydrology and Water Quality (Questa)</i>	_____
2.3	\$3,827.00	<i>Drainage (Questa)</i>	_____
2.4	\$3,827.00	<i>Wastewater Treatment and Disposal (Questa)</i>	_____
2.5	\$3,827.00	<i>Water Supply (Questa)</i>	_____
2.6	\$16,304.00	<i>Biological Assessment (CONTRACTOR)</i>	_____
2.7	\$2,132.00	<i>Land Use and Consistency with Plans & Policies (CONTRACTOR)</i>	_____
2.8	\$1,692.00	<i>Population and Housing (CONTRACTOR)</i>	_____
2.9	\$416.00	<i>Geology/Soils/Geotechnical Issues (HKA/CONTRACTOR)</i>	_____
2.10	\$ 5,268.00	<i>Traffic and Circulation (CONTRACTOR)</i>	_____
2.11	\$5,839.00	<i>Air Quality/Climate Change (Ambient/CONTRACTOR)</i>	_____
2.12	\$416.00	<i>Noise (CONTRACTOR)</i>	_____
2.13	\$2,068.00	<i>Visual/Aesthetics (CONTRACTOR)</i>	_____
2.14	\$2,068.00	<i>Utilities & Public Services (CONTRACTOR)</i>	_____
2.15	\$8,713.00	<i>FMP (Frank Ono/CONTRACTOR)</i>	_____

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

information will be used to complete the file and to ensure proper payment for work products/deliverables/services.

3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (total contingency of \$21,039.75) requires the prior written approval of the RMA Director and the Project Applicant.

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the Project Planner, with a duplicate original delivered to the Contract Administrator, at the earliest possible date. The recommendation shall include:

- The dollar amount;
- The anticipated date the funded work would begin;
- The duration of the work;
- The entity (CONTRACTOR or subconsultant) to whom the funds would be transferred/allocated; and
- The justification for the expenditure.

Within five (5) working days of receipt of the recommendation, the Project Planner and Contract Administrator will have contacted CONTRACTOR to discuss its recommendation and will have made a recommendation to the RMA Director, or in the Director's absence, designee. Within ten (10) working days thereafter, the RMA Director or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send a written decision to the Project Applicant, and CONTRACTOR.

Unless the recommended transfer is denied by the RMA Director or designee, the RMA Director or designee will ask the Project Applicant to make a decision within five (5) working days regarding the recommended transfer from the Project Contingency Account. If necessary, reasonable efforts will be made to reach a compromise.

Upon receipt of the Project Applicant's written approval by the RMA Director or designee, the funding transfer will be made. At the same time, a letter authorizing the work funded by the approved transfer will be sent to CONTRACTOR.

4. Other Provisions

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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Attachment 4

Funding Agreement No. 3 A-13654
with Jeffrey LaTourette



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-13636; A-13654

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

- a. Approved the Professional Services Agreement with Denise Duffy & Associates, Inc. (Agreement No. A-13636) where the Base Budget is \$140,265 and the Contingency Budget is \$21,040 for a total amount not to exceed \$161,305 to complete the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) in the Prunedale area of North County, for a term of June 27, 2017 to June 27, 2019;
- b. Approved Funding Agreement No. 3 with Jeffrey and Monica LaTourette (Agreement No. A-13654) where the Base Budget is \$140,265 and the Contingency Budget is \$21,040 for a total amount not to exceed \$161,305 to allow funding to Monterey County for costs incurred by Denise Duffy & Associates, Inc. to complete the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) in the Prunedale area of North County, for a term of June 27, 2017 to June 27, 2019; and
- c. Authorized the Chief of Planning Services to execute the Professional Services Agreement with Denise Duffy & Associates, Inc. and Funding Agreement No. 3 with Jeffrey and Monica LaTourette and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved amount of the Agreements.

PASSED AND ADOPTED this 11th day of July 2017, by the following vote, to wit:

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

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 80 for the meeting July 11, 2017.

Dated: July 20, 2017
File ID: A 17-298
Revised: July 26, 2017

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  Deputy

**FUNDING AGREEMENT NO. 3
FOR THE
LATOURETTE SUBDIVISION PROJECT**

THIS FUNDING AGREEMENT NO. 3, hereinafter, "AGREEMENT" or "FUNDING AGREEMENT NO. 3", is made and entered by and between the County of Monterey, a political subdivision of the State of California, hereinafter, "County", and Jeffrey and Monica LaTourette, husband and wife, hereinafter, "PROJECT APPLICANTS", (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 APPLICANTS have applied to County for approval of various development permits for the LaTourette Subdivision Project. The property is approximately a forty-eight (48) acre site to be divided into nineteen (19) residential lots ranging in size from approximately one (1) to seven (7) acres located westerly of King Road, about one-third (1/3) mile north of the Pesante Road/King Road intersection, in the Prunedale Area of North County, referred to herein as "PROJECT". Additional work has been identified to process the PROJECT application.

B. Due to the magnitude and complexity of the PROJECT, the Parties have agreed that it is necessary and desirable that County engage Denise Duffy & Associates, Inc., hereinafter, "CONTRACTOR", to provide biological services and environmental documentation associated with processing the application for the PROJECT, and perform related work. CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement, hereinafter, "PSA", between County and CONTRACTOR, attached to this AGREEMENT as Exhibit "1", and incorporated herein by reference. County shall manage the PROJECT work performed by CONTRACTOR.

C. The Parties hereby agree that County shall engage CONTRACTOR to provide the services set forth in Exhibit "1" of this AGREEMENT.

D. A fundamental premise of this AGREEMENT is that nothing herein is to be construed as a representation, promise, or commitment on the part of County to give special treatment to, or exercise its discretion favorably for the PROJECT, in exchange for PROJECT APPLICANTS' obligation to cover County's cost of retaining CONTRACTOR and providing County staff to work on the PROJECT.

E. The subject matter of this AGREEMENT is the PROJECT APPLICANTS' funding of the CONTRACTOR's services on the PROJECT.

F. The County department costs associated with processing the application for the PROJECT were fully funded through allocated budgets in the initial Funding Agreement with Jeffrey and Monica LaTourette for the Environmental Impact Report (EIR) for the Jeffrey and Monica LaTourette Subdivision, entered into between the Parties on June 8, 2004, pursuant to Agreement No. A-09817 on file with the Clerk of the Board of Supervisors, County of Monterey, hereinafter, "Funding Agreement No. 1" and Funding Agreement No. 2 with Jeffrey and Monica LaTourette for the EIR for the Jeffrey and Monica LaTourette Subdivision, entered into between the Parties on August 22, 2006, pursuant to Agreement No. A-10578 on file with the Clerk of the Board of Supervisors, County of Monterey, hereinafter, "Funding Agreement No. 2", attached to this AGREEMENT as "Exhibit 2", and incorporated herein by reference.

G. The Parties make this AGREEMENT with full knowledge of the requirements of state and local law, including, but not limited to the California Environmental Quality Act (Public Resources Code Section 21000 et seq., hereinafter, "CEQA") and the State CEQA Guidelines (California Code of Regulations Title 14, Section 15000 et seq., hereinafter, "Guidelines") and the Monterey County Code.

H. The Parties acknowledge that a balance of \$28,878.42 has been deposited by PROJECT APPLICANTS and remains on deposit with County pursuant to Funding Agreement No. 2 for the Jeffrey and Monica LaTourette Subdivision EIR.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. Deposits to Fund PSA. PROJECT APPLICANTS shall deposit an amount equal to the CONTRACTOR's Base Budget. This amount totals \$140,265.00 and includes:

CONTRACTOR'S Base Budget:	\$140,265.00
Total Deposit:	\$140,265.00
Credit for Funds on Deposit with County:	<u>\$<28,878.42></u>
Total Deposit Amount Due:	\$111,386.58

PROJECT APPLICANTS shall deposit \$111,386.58 with the County upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for June 27, 2017.

The Parties understand and agree that PROJECT APPLICANTS have a remaining balance of \$28,878.42 on deposit with the County per the expired Funding Agreement No. 2. The Parties further understand and agree that the PROJECT APPLICANTS are entitled to and shall receive credit for the remaining balance of \$28,878.42 on deposit with the County and this amount will be credited to this AGREEMENT.

PROJECT APPLICANTS will have a total amount of \$140,265.00 on deposit with the County upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for June 27, 2017.

PROJECT APPLICANTS' deposit of \$140,265.00 with County shall be a condition precedent to County's obligation under this AGREEMENT.

2. Fifteen Percent (15%) Project Contingency. An additional fifteen percent to CONTRACTOR's Base Budget shall be included in the PSA between County and CONTRACTOR to cover contingencies. This 15% Project Contingency totals \$21,039.75, and is subject to the procedures in Section 3, Transfer from Project Contingency Account, specified in "Exhibit A", Scope of Services/Payment Provisions, for the LaTourette Subdivision EIR Project, of the PSA.

3. Maximum Budget Under AGREEMENT. The maximum amount which may be charged to PROJECT APPLICANTS under this AGREEMENT is \$161,304.75.

CONTRACTOR's Base Budget (*):	\$140,265.00
Project Contingency:	\$ 21,039.75

<u>Maximum Charge Under AGREEMENT:</u>	<u>\$161,304.75</u>
--	---------------------

*Partially funded by PROJECT APPLICANTS' funds on deposit with County per Funding Agreement No. 2: (\$28,878.42)

4. Within thirty (30) days after the end of each quarter, County shall provide quarterly progress reports to the PROJECT APPLICANTS showing CONTRACTOR's charges from the prior quarter associated with completion of task(s) as specified in "Exhibit A" of the PSA (Scope of Services/Payment Provisions for the PROJECT). Any Base Budget funds remaining at completion of CONTRACTOR's services shall be returned to the PROJECT APPLICANTS.

5. Engagement of CONTRACTOR. This AGREEMENT is based on County engaging CONTRACTOR in accordance with the PSA between County and CONTRACTOR, attached hereto and incorporated by this reference as Exhibit "1". CONTRACTOR shall be responsible only to County, and nothing in this AGREEMENT imposes any obligation on County or CONTRACTOR to PROJECT APPLICANTS other than to devote the time and attention to assisting with the providing an EIR for the LaTourette Project. County shall provide direction and guidance to the CONTRACTOR. CONTRACTOR's contact with PROJECT APPLICANTS shall only be through County. PROJECT APPLICANTS, 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. Payments to CONTRACTOR.

a. CONTRACTOR

CONTRACTOR's invoices shall be paid from Base Budget funds deposited by PROJECT APPLICANTS in the amount of \$140,265.00.

Should this AGREEMENT be terminated prior to June 27, 2019, any unearned balance of the Base Budget deposited by PROJECT APPLICANTS to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANTS within sixty (60) days of receipt of notice of termination by County.

b. Project Contingency

An additional fifteen percent (15%) of CONTRACTOR's Base Budget, in an amount not to exceed \$21,039.75, covers potential contingencies, and transfer of any Project Contingency funds into the Base Budget shall require the approval of both County and PROJECT APPLICANTS, pursuant to Section 3, Transfer from Project Contingency Account, of "Exhibit A" of the PSA. Within five (5) working days of receipt of a request from County, PROJECT APPLICANTS shall approve or disapprove the Request for Transfer from Project Contingency and, if approved, at the same time submit a check to the County for the amount requested.

If PROJECT APPLICANTS take more than five (5) working days to respond to a Request for Transfer from Project Contingency, additional costs may accrue to CONTRACTOR, which may result in another Request for Transfer from Project Contingency.

- c. The Parties agree that the expenditures associated with this AGREEMENT are in addition to the standard development application fees approved by County.

7. No Promise or Representation. The Parties agree that nothing in AGREEMENT is to be construed as a representation, promise, or commitment on the part of County to give special treatment to, or exercise its discretion favorably for the PROJECT, it being understood that PROJECT APPLICANTS' funding obligation under AGREEMENT is undertaken without regard to County's actions regarding the PROJECT.

8. Term. AGREEMENT shall become effective retroactive from June 27, 2017 and continue through June 27, 2019, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

9. Termination. AGREEMENT shall terminate on June 27, 2019, but may be terminated earlier by PROJECT APPLICANTS or County, by giving thirty (30) days' written notice to the other. Upon such termination, PROJECT APPLICANTS 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. County and PROJECT APPLICANTS 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 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 of the Parties 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 of the Parties.

14. Contracting Officer. The contracting officer of County, and the only entity authorized by law to make or amend AGREEMENT on behalf of 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 AGREEMENT shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each Party has reviewed 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.

18. Conflict with PSA between CONTRACTOR and County. In the event of a conflict between the provisions of AGREEMENT and the PSA between County and CONTRACTOR, the provisions of AGREEMENT shall govern.

19. 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.

20. Indemnification. PROJECT APPLICANTS agree to defend, indemnify and hold 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.

21. 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.

22. Notices. Notice to the Parties in connection with this AGREEMENT shall be given personally or by regular mail addressed as follows:

TO COUNTY: Jacqueline R. Onciano
Chief of Planning Services
County of Monterey
Resource Management Agency
1441 Schillings Place-South, 2nd Floor
Salinas, California 93901-4527

TO PROJECT APPLICANTS: Jeffrey and Monica LaTourette
221 South Main Street, Suite 205
Salinas, California 93901

WITH A COPY TO:

TO PROJECT APPLICANTS' REPRESENTATIVE: Dale Ellis
Anthony Lombardo & Associates, Inc.
144 West Gabilan Street
Salinas, California 93901

Notice shall be deemed effective at the time of personal delivery or seventy-two (72) hours after mailing.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: Jacqueline R. Onciano
Jacqueline R. Onciano
Chief of Planning Services

Date: 25 July 2017

PROJECT APPLICANTS*

By: Jeffrey LaTourette
Jeffrey LaTourette
Owner

Date: 6/7/17

By: Monica LaTourette
Monica LaTourette
Owner

Date: 6/7/17

Approved as to Form and Legality
Office of the County Counsel

By: Brian P. Briggs
Brian P. Briggs
Deputy County Counsel

Date: 6-14-17

*INSTRUCTIONS: IF APPLICANTS are a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set for in the Agreement together with the signatures of two specified officers. If APPLICANTS are a partnership, the name of the partnership shall be set forth in the Agreement together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF APPLICANTS are contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign this Agreement.

EXHIBIT 1

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
DENISE DUFFY & ASSOCIATES, INC.
AND THE COUNTY OF MONTEREY
TO PROVIDE
AN ENVIRONMENTAL IMPACT REPORT
FOR
THE LATOURETTE SUBDIVISION PROJECT**

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(MORE THAN \$100,000)***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Denise Duffy & Associates, Inc.

(hereinafter "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 an Environmental Impact Report (EIR) for the LaTourette Subdivision Project

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 161,304.75.

3. **TERM OF AGREEMENT.** The term of this Agreement is from June 27, 2017 to June 27, 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.

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.

*Approved by County Board of Supervisors on _____.

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 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 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 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 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 the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless 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.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless 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.

9.0 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 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 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 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, Broadform 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.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

9.04 Other Insurance 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. 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. **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, 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, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of 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. **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 Mariscal-Martinez, Management Analyst II	Denise Duffy, Principal-in-Charge
Name and Title	Name and Title
County of Monterey, Resource Management Agency 1441 Schilling Place-South, 2nd Floor Salinas, CA 93901-4527	Denise Duffy & Associates, Inc. 947 Cass Street, Suite 5 Monterey, CA 93940
Address	Address
(831) 755-8966	(831) 373-4341
Phone	Phone

15. **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 professional 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 space is left blank, intentionally.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: Jacqueline A. Onions
Department Head (if applicable)

Date: 20 July 2017

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
County Counsel

Date: 6-14-17

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Denise Duffy & Associates, Inc.

Contractor's Business Name*

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

Denise Duffy, President

Name and Title

Date: 6/7/17

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

Denise Duffy, Secretary

Name and Title

Date: 6/7/17

County Board of Supervisors' Agreement Number: _____

*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 for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Denise Duffy & Associates, Inc., hereinafter referred to as "CONTRACTOR"

INTRODUCTION AND BACKGROUND

CONTRACTOR will work closely with County staff to prepare a thorough and objective Environmental Impact Report (EIR) for the La Tourette Subdivision Project (Project). The EIR analysis will use existing data and reports as a baseline, and supplement these with project-specific and updated technical studies. The EIR will evaluate alternatives that will avoid or reduce significant environmental impacts in conformance with the California Environmental Quality Act (CEQA), including an alternative design proposed by the Project Applicant and a reduced Project alternative.

PROJECT UNDERSTANDING

The proposed Project is located north of the Pesante Road/King Road intersection, approximately two (2) miles east of Highway 101 in North Monterey County. The Project proposes a standard subdivision Vesting Tentative Map for the division of an approximately 47.8-acre parcel (APN 125-101-016) into nineteen (19) lots.

CONTRACTOR proposes to retain Questa Engineering Corporation (Questa) to address the primary issues of water, hydrology/water quality and wastewater disposal. Questa will conduct an updated analysis of potential water-related issues associated with the proposed Project, including on-site wastewater disposal. This will entail conducting a review of updated technical information submitted by the Project Applicant regarding the feasibility of on-site wastewater disposal and reviewing the County of Monterey Health Department, Environmental Health Bureau files.

A detailed description of the methodology to be used to prepare this EIR is included in the scope presented below.

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work for the Project, as set forth below:

Task 1: Project Initiation, New Technical Reports and Technical Report Revisions

This task shall include a comprehensive review of the Project and background materials collected since the original Agreement (Agreement No. A-09816, executed on June 9, 2004); consultation with the County and other responsible or interested agencies to ensure complete understanding of the Project; collection and review of revisions proposed by the Project Applicant; and changes in existing environmental baseline conditions, and other environmental conditions. In order to prepare the updated technical studies, the Project Applicant shall submit electronic and full sets of the current tentative map for the Project prepared by the Project Applicant's surveyor/civil engineer and any updated technical studies prepared on the Project Applicant's behalf. In addition, this scope assumes that the Project Applicant will submit its proposed alternative map that delineates changes between the original submittal and its revised alternative layout. CONTRACTOR shall coordinate with County staff to review updated Project

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

documentation, identify critical milestones, finalize the schedule, and confirm communication protocol. As part of this task, CONTRACTOR shall prepare and submit an updated Project Description to the County for review and approval. This task also includes field visits and site reviews by specific technical team members. This scope does not include completion of the Notice of Preparation (NOP), which the County previously circulated.

Meetings. This task also includes three (3) meetings with the County, including two (2) meetings/conference calls to discuss Project schedule, roles and responsibilities, and confirm expectations, and one (1) field visit with CONTRACTOR and County staff.

Task 2: Prepare Administrative Draft EIR (ADEIR)

Upon completion of required items in Task 1, CONTRACTOR shall update and prepare a new ADEIR for the Project. CONTRACTOR shall submit three (3) copies of the 2nd ADEIR, and one (1) electronic copy in Microsoft Word format to the County for review and comment.

Meetings. This task includes two (2) meetings/conferences. These include: a progress meeting during ADEIR preparation and a meeting/conference call to address County comments on the ADEIR.

Topical Section Scope of Work and Contents. The EIR shall contain all the components described below.

Summary

The Summary Section in the EIR shall be updated and expanded to briefly describe the Project and update all potential impacts and recommended mitigation measures. The Summary shall also identify areas of controversy and Project alternatives evaluated in the EIR. Potential impacts shall be identified as follows: *Significant Unavoidable Impacts*, *Significant Impacts That Can Be Mitigated to a Less-Than-Significant Level*, and *Less-than-Significant Impacts*. The Summary shall also outline comments received in response to the NOP and describe how these comments were addressed in the EIR.

Project Description

The EIR shall include an updated Project Description based on updated information submitted by the Project Applicant. The updated Project Description shall include a detailed description of the proposed Project based on information provided by the County and the Project Applicant. The updated Project Description shall include the regional, vicinity and site location, Project objectives, existing site characteristics, and relevant site and vicinity history. This section shall include site plans, photographs, and other graphics. The Project Description shall also be updated to include a discussion of the following elements of the Project (including related graphics): 1) grading and engineering characteristics; 2) infrastructure improvements; and 3) design features. The Project Description will also identify permits and approvals required for the Project, as well as identify the intended uses of the EIR.

Environmental Setting, Impacts, and Mitigation Measures

As part of this scope, CONTRACTOR shall update the EIR to include a discussion of current conditions at appropriate geographical levels in accordance with the issues being addressed. The EIR shall identify environmental impacts of the Project using significance criteria (i.e., thresholds of significance) to determine the level of impact for each identified issue. Significance

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

criteria under each topical category will be updated as necessary to reflect current County thresholds of significance. The Project Impact Section shall present potentially significant impacts, and identify mitigation that avoids or reduces impacts to a less-than-significant level where possible. The EIR shall analyze and address the following issue areas:

2.1 Hydrogeology and Groundwater Quality

The hydrogeology and groundwater quality technical analysis shall be updated by Questa and CONTRACTOR and shall incorporate the following approach:

The background data review for the Hydrogeology Section shall include a review of groundwater studies prepared by or for the County (i.e., new or updated studies available from the Monterey County Water Resources Agency, and the County Environmental Health Bureau) since the preparation of the 1st ADEIR, including any updates of those studies, if available. This shall include Central Coast Regional Water Quality Control Board's (CCRWQCB) *Basin Plan*, Department of Water Resources Water Data Library for information on groundwater quality and well water levels in the Project area; and United States Department of Agriculture's (USDA) Soil Survey of Monterey County, and geologic and topographic maps of the Project environs.

A site review shall be conducted to confirm existing conditions on the Project site with respect to proposed subdivision plans and existing uses. Special focus shall be given during the site visit to the observation of such factors as drainage patterns and features, topography, existing well locations, vegetation, soil and geologic exposures.

The Hydrogeologic Report for the Project shall be updated and prepared to satisfy applicable County requirements. Pertinent aspects of the hydrogeology and ground water quality shall be re-reviewed and described, including a description of the aquifer and groundwater conditions. The following shall be performed to complete the hydrogeology environmental and regulatory setting of the report:

- A review and description of purpose, scope, and location of the proposed Project as it relates to hydrogeology and groundwater quality;
- Historic rainfall and evapotranspiration data for the area will be quantified based upon climate data available for Project vicinity. An isohyetal map and a discussion of any long-term fluctuations will be included; and *¹
- Applicable Federal, State, and Local regulations, including the Monterey County Water Conservation Ordinance, will be reviewed and described.

The following shall be updated to complete the impact analysis and discussion of hydrogeology and groundwater quality:

- The potential regional source of water (Highlands South Aquifer) for the Project shall be described and how it may be supplied to the site (i.e., the Woodland Heights Mutual Water Company (WHMWC). The latter shall include the specific potable water requirements for the Project and how the use may affect the existing water systems in the area; and

¹ Items that will be completed as part of the Hydrogeologic Report, and then presented in pertinent sections of the EIR, have been marked with an asterisk (*) throughout this work scope.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Information regarding Pajaro Sunny Mesa Community Services District and the WHMWC including the updated number of WHMWC connections, annual/daily production, and required amendments to add new connections.

The discussion of groundwater resources for the Project shall be quantified and discussed to include hydrogeologic environment and shall include aquifer identification and characterization, groundwater basin delineation, well yields and a characterization of soils. *

- Groundwater levels and flow shall include a discussion of groundwater levels, a groundwater contour map, and a discussion of any seasonal and/or long-term fluctuations. This section shall also include a discussion of the proposed recharge areas and the amount of recharge shall be quantified using monthly time-step water balance methodology. It shall also consider potential impacts of pumping on neighboring wells based on information supplied by the Project Applicant. (Note: If it is determined that new wells and/or significantly higher pumping rates are required to serve the Project, additional work may be required). *
- Groundwater in storage shall be quantified by discussing the amount of groundwater in storage and the amount that can be recovered. *
- Groundwater quality shall be discussed and any impacts on the groundwater by the proposed Project shall be discussed and mitigation measures listed. *
- An assessment of existing and proposed water usage shall be provided and updated accordingly. Based upon the Project Description, water usage shall be estimated and divided among landscaping, fire flow requirements, and domestic use. Questa shall estimate existing and proposed usage based upon County standards or flow records for other projects in the area. The source of the information and the method of calculations shall be documented. *
- A monthly water balance for the proposed Project shall be calculated and updated to the extent necessary. Groundwater recharge shall include ground water inflow plus the average annual precipitation, minus evapotranspiration, runoff or stream flow, and any supplemental recharge provided by the Project (e.g., stormwater infiltration) and soil moisture demands. The net groundwater recharge, minus any existing demand, and the proposed Project water demand, equals the change in groundwater storage. *
- Any known water supply problems in the area that affect the proposed Project shall be described. Cumulative effects of future projects of similar size supplied by the same aquifer shall also be described and updated, as appropriate. This assumes a list of cumulative projects shall be identified and provided by the County.
- Project consistency with applicable County requirements related to water supply and conservation shall also be discussed.
- Based upon the description to be provided by the Project Applicant, the method, type, and extent of wastewater disposal shall be re-reviewed and updated, as necessary (see also Wastewater Treatment and Disposal below).
- The quality and quantity of wastewater discharged by the proposed Project shall be described and, where appropriate, updated. Quantity figures shall include both daily average and peak wastewater flows. Quality figures shall include estimated nitrate concentrations, and all other constituents as determined by the County Environmental Health Bureau and the CCRWQCB. *

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- The description of all existing and future sources of nitrate loading within the study area shall be updated. The potential for surface water contaminants to enter aquifers in the vicinity of the proposed development area shall also be updated. *
- The nitrate loading analysis for the proposed Project shall be updated. Based upon readily available information, the long-term nitrogen/nitrate balance of the impacted aquifer shall be calculated using a chemical-water balance approach. The source of any nitrate contamination shall be included along with the effect of the proposed Project on the nitrate balance and the overall potability of the groundwater supply. The County Environmental Health Bureau shall be consulted for special concerns or requirements. *
- The average daily and peak nitrate-loading rate per acre for the existing and proposed Project shall be calculated and described. *
- The aquifer impacted by the wastewater and/or sewage discharge shall be identified and discussed in terms of existing and future water balance both with and without the Project.

Based upon the impact evaluation, mitigation measures shall be recommended and described. Recommendations concerning water conservation measures, including water reclamation and retention ponds, shall also be explored. The potential for employing additional methods to enhance the percolation of stormwater as recharge for local groundwater supplies on the Project site shall also be considered as a mitigation measure, if the proposed recharge/percolation pond is not found to be sufficient.

To ensure fire flows can be met, the North County Fire District shall be contacted regarding fire flow requirements for the Project. The County Health Department shall be consulted to set and identify water quality standards for the Project as part of the significance criteria development.

2.2 Surface Water Hydrology and Water Quality

The background data review for the Surface Water Hydrology and Water Quality Section of the EIR shall be updated and shall consist of reviewing the following information:

- Existing surface water studies in the Project vicinity, including the Salinas Valley Water Project Report, reports and/or data available for the WHMWC (e.g., Drinking Water Source Assessment), and surface water studies prepared by or for the County; *
- The CCRWQCB Basin Plan shall be reviewed for beneficial uses and water quality objectives of Project site or receiving water bodies;
- Drainage and Project site information available from the Project Applicant; and
- The USDA Soil Survey of Monterey County and geologic and topographic maps of the Project environs.

The following shall be updated to complete the surface hydrology and water quality setting of the EIR:

- A review and description of purpose, scope, and location of the proposed Project as it relates to surface water hydrology and water quality and an updated rainfall and evapotranspiration data for the area shall be quantified and described based upon climate data available for Project vicinity. An updated isohyetal map and a discussion of any long-term fluctuations in rainfall shall be included. The isohyetal map shall be updated to reflect recent drought conditions;

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Pertinent water quality background information from the review of existing surface water studies, and water quality data in the Project area shall be summarized;
- Floodplains in the Project site and any aquifer recharge areas in the site and/or the Project's vicinity shall be identified. Floodplains shall be identified based on current Federal Emergency Management Agency (FEMA) floodplain mapping available for the Project area; and
- Beneficial uses and water quality objectives identified in the Basin Plan for Project site or receiving water bodies in the Project vicinity shall be summarized.

The following shall be updated to complete the impact analysis and discussion of surface water hydrology and water quality:

- A map showing all watershed and drainage features shall be provided and, where appropriate, updated. Any wetlands shall be identified and the impacts of the proposed Project on them shall be discussed;
- Existing stream flow conditions for the Project site. A discussion of the stormwater drainage caused by the proposed Project's impervious surfaces and how it will be controlled shall be included, including potential for recharge capacity. An analysis of the potential for the beneficial use of captured stormwater shall be included. It is assumed that the Project Applicant shall provide an appropriately scaled base map and Project plans of any updated application material in electronic format for use by Questa; and *
- Potential changes in surface runoff water quality resulting from development of the Project shall be investigated and updated, as necessary. This will consider existing surface water quality conditions (to the extent that they are known), and likely changes in the type and amount of runoff pollutants associated with the development of the Project.

Mitigations shall be identified for hydrologic-surface runoff impacts determined to be significant under the proposed or alternative Projects.

2.3 Drainage

The background data in the Drainage Section of the report shall be re-reviewed and updated, as necessary. This shall include a review and update of drainage and Project site information; and County documents, files, and/or maps relevant to on-site and off-site drainage infrastructure.

The existing (including any existing wetland areas) and proposed drainage system for the Project site and downstream receiving waters shall be described. The following shall be updated to complete the impact analysis and discussion of drainage:

- Proposed and required drainage facilities shall be reviewed and evaluated for adequacy to meet County requirements. As necessary, the Project shall be reviewed to determine if existing County infrastructure will be adequate to handle stormwater runoff, or if improvements will be necessary to accommodate the additional runoff. (Note: compliance with County requirements for onsite attenuation of peak flow is intended to eliminate impacts on offsite infrastructure); and
- Potential on-site and off-site erosion and drainage impacts from the proposed development shall be identified and described. Potential impacts to the Project from off-site drainage conditions will also be identified and described.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Based upon the results of the impact analysis, mitigation measures for impacts to on-site and off-site drainage shall be identified.

2.4 Wastewater Treatment and Disposal

The Wastewater Treatment and Disposal analysis shall be updated to evaluate proposed on-site septic system suitability. This would also entail a review of updated technical documentation submitted by the Project Applicant concerning the suitability of site soils for on-site wastewater disposal. The following analysis and documentation shall be completed/updated:

- All relevant background information on the Project site will be compiled and reviewed. This shall include the history of correspondence, reports, and additional information available from the County Environmental Health Bureau; and
- Relevant background information on the existing conditions shall be updated in the environmental setting, where appropriate. Additionally, soil and percolation testing results shall be summarized including the full sets of results from additional Project Applicant testing.

The following information will be presented in this section:

- Description of the existing septic systems on the Project site in terms of maximum capacity, permitted capacity, existing demands, and future demands (i.e., with and without Project);
- Summary of current County Environmental Health Bureau sewage disposal regulations, and a summary of the CCRWQCB's Basin Plan policies, requirements, and prohibitions regarding on-site sewage disposal systems; and
- The evaluation of the suitability for the proposed subdivision of the use of individual on-site septic systems shall also be updated. Based upon the findings of the impact analysis, mitigation measures shall be developed and described. Mitigation measures shall address County requirements and design features, covering such issues as bonding, loading rates, and alternative locations and design.

2.5 Water Supply

The background data review for the water supply section shall be updated to include a discussion of existing reports and/or data available for the WHMWC (e.g., *Drinking Water Source Assessment*). *

The following shall be updated to complete the Water Supply Environmental and Regulatory Section of the report:

- The application proposes the expansion of the Woodland Heights Mutual Water System to provide potable water for the Project. The description of the water system shall be updated to describe the number of connections, existing and required long-term supply, and necessary infrastructure extension to deliver water to the Project site; and
- The proposed locations and sizes of existing and proposed well, tank, and access easements shall be updated and illustrated as necessary.

Legal requirements necessary to provide water service for the Project shall be updated, as appropriate. The following will be updated to complete the impact analysis and discussion of water supply:

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Expected short-term and long-term demands imposed by the Project shall be quantified and described to show how the Project will impact the water system. These demands shall be expressed in terms of numerical volume, fire flows, and as a percentage both compared to existing and future capacity of adjacent and area-wide delivery systems; and
- Water delivery system facility/infrastructure improvements to provide adequate supplies for the short-term and long-term needs shall be identified and described. Temporary water capacity (i.e., storage facility) and demand for long-term capacity (stream flows, reservoirs, and groundwater capacity) shall be presented and cumulative and indirect impacts related to capacity and the delivered water supply addressed. As appropriate, alternative water supply options and water treatment requirements shall be included.

Based upon the findings of the impact analysis, mitigation measures shall be updated.

2.6 Biological Assessment

CONTRACTOR shall conduct spring and summer surveys and prepare a Biological Assessment (BA) report. The report shall identify and describe survey methodology and results, and existing biological resources on-site and within the vicinity of the Project site. In addition, the BA report shall also evaluate the potential biological related effects associated with the proposed Project. This BA report shall serve as the basis for the Biological Resources Section of the EIR and shall be incorporated as an appendix to the EIR.

2.7 Land Use and Consistency with Plans & Policies

The Project site is located in a rural area composed mainly of rolling hills supporting some grazing and rural residential development. The Project site is surrounded by undeveloped lands to the west, north, and east, and the Woodland Heights subdivision to the south. This section of the EIR shall present the historical, present, and proposed uses on the Project site and in the surrounding area and address the Project's consistency with applicable land use plans, policies, and programs including those in the County's General Plan, North County Area Plan, County codes, and relevant agency guidelines (e.g., Monterey Bay Unified Air Pollution Control District (MBUAPCD) Air Quality Management Plan (AQMP) and CEQA Guidelines, Association of Monterey Bay Area Governments (AMBAG) regional studies, CCRWQCB Basin Plan). Recommend mitigation measures for identified impacts, in order to make the Project consistent with planning policies, shall be provided if necessary.

2.8 Population and Housing

The ADEIR shall be updated to describe the existing population and housing characteristics of the County as a whole and North County in particular, and evaluate the effects of providing additional housing. This analysis will describe the County's current affordable housing program and the Project's consistency with this program. CONTRACTOR shall recommend mitigation measures for identified impacts, in order to make the Project consistent with housing goals, if necessary.

2.9 Geology/Soils/Geotechnical Issues

The Project shall occur within the Watsonville Lowlands region, between the Prunedale area and the City of Salinas. The Watsonville Lowlands region is dominated by a relatively down-dropped basin filled with sediments of mid to late Quaternary age. The analysis contained in this section shall be based on prior technical analysis conducted by Haro, Kasunich & Associates, Inc. (HKA). This scope does not include any technical updates to the

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

existing geological analysis. This section shall include a discussion of the general geologic setting, including the following:

- Qualitative evaluation of existing geologic hazards, including ground stability, seismic shaking potential, soil liquefaction and lateral spreading hazard, and ground surface rupture hazard due to faulting, with an assessment of Project impacts on land stability and proposed mitigation recommendations, as warranted;
- Erosion hazard, including potential Project impacts and recommendations for mitigating Project impacts, as needed, both during construction and following Project completion; and
- Site drainage conditions and potential Project impacts as they pertain to geologic processes, with mitigation recommendations.

2.10 Traffic and Circulation

CONTRACTOR shall write a new Transportation Section of the EIR based on a Traffic Study that will be prepared by the Project Applicant's traffic consultant. The Traffic Study shall be provided to CONTRACTOR by the County or the Project Applicant at Project Initiation (Task 1). This scope assumes this Traffic Study will be prepared in accordance with the County's requirements and standards, and will be reviewed by the County Public Works & Facilities and County Resource Management Agency for use for the EIR. CONTRACTOR shall coordinate with County Resource Management Agency and County Public Works & Facilities, conduct meetings, and incorporate the information to prepare the new traffic section documenting that the new Traffic Analysis addresses the County's concerns related to Project-generated traffic. The Traffic Analysis and any pertinent correspondence from Public Works shall be used to prepare the new Traffic section of the EIR, including determination of the traffic impacts of the proposed Project on the highways, roadways, and intersections in the vicinity of the Project site. CONTRACTOR shall confer with Public Works & Facilities to determine recommended mitigation measures for identified impacts, in order to reduce the Project's traffic impacts, if necessary.

2.11 Air Quality/Climate Change

The air quality impacts shall be addressed through an analysis to be conducted by Ambient Air Quality and Noise Consulting (Ambient) and CONTRACTOR.

The Project site is located within the North Central Coast Air Basin (NCCAB) and within the jurisdiction of the Monterey Bay Air Resources District. Primary air quality issues associated with this Project would be impacts to regional air quality from indirect sources (i.e., Project traffic generation) and temporary emissions of dust and exhaust from construction. This section of the EIR would:

- Describe construction air quality impacts due to regional pollutant, dust, and toxic air contaminant emissions that would occur due to construction equipment/truck use as well as clearing and grading activities;
- Assess the potential for nuisance and odor impacts;
- Describe the Project's consistency with regional air quality management plans (AQMP for Monterey Bay Region) and State global climate change policies and recommendations; and
- Identify mitigation measures to reduce significant air quality impacts.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

2.12 Noise

The Project site is located in a relatively remote area, where the only source of noise is from traffic generated on nearby streets. Both the short-term and long-term noise impacts of the Project shall be evaluated in the EIR, based on an updated noise analysis to be prepared by Ambient. This section shall describe the existing noise conditions on the Project site and surrounding area based on field noise measurements to establish the baseline noise environment. Applicable noise standards and policies in the County's General Plan and the County Noise Ordinance shall be presented. This section shall assess noise impacts based on the measured noise data and traffic projections. Potential noise impacts resulting from Project-generated traffic noise or construction noise at existing residences adjacent to the Project site shall be assessed. Projected noise levels shall be compared against County guidelines and standards and appropriate CEQA significance criteria. This section shall also assess noise impacts during construction activities that could adversely affect nearby sensitive land uses and/or violate applicable standards or ordinances. Mitigation measures for significant noise impact shall be presented.

2.13 Visual/Aesthetics

The EIR shall describe the existing visual setting of the Project area in terms of physical attributes, aesthetics, vista, glare, and nighttime lighting levels. Photographs of the existing site shall accompany the text. The EIR shall analyze the potential visual impacts from Project grading, tree removal, and the introduction of new residential uses. The EIR shall recommend mitigation measures to reduce visual/aesthetic impacts to a less-than-significant level.

2.14 Utilities & Public Services

The EIR shall update the description of public services and utilities serving the Project site. The EIR shall quantify the increase in demand and availability of public services, including police protection, fire protection, emergency medical services, roadway maintenance, solid waste disposal, schools, and park and recreation facilities. This section shall also address utilities and energy. Mitigation shall be identified for any significant impacts on public services and utilities. As described above, a detailed evaluation of water supply and wastewater disposal shall be provided.

2.15 Forest Management Plan (FMP) (within the Biological Resources Section)

Stephen Staub, through CONTRACTOR, prepared the earlier analysis for forestry and tree resources in the EIR. A FMP, including a Forester's Assessment and Recommendation was originally prepared. Frank Ono Consulting will be retained to update the existing FMP. As part of this task, CONTRACTOR's Natural Resource Division shall be responsible for confirming the location of trees that may be affected by the Project. This information shall be determined based on information provided by the Project Applicant. CONTRACTOR shall field verify the location of all trees proposed for removal. This information shall be incorporated into the FMP prepared by Frank Ono Consulting. CONTRACTOR assumes that the Project Applicant shall supply digital copies of the Project site plan in either CAD (.dwg) or ArcGIS (.shp) shapefile format. Data that has been referenced in either North American Datum 1983, California Zone 4 or Universal Transverse Mercator, Zone 10 N is preferable, but not a requirement. Project site plans shall include location of all proposed development lots, access routes, and trees scheduled for removal. The FMP will include the following:

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Characterize forest inventory using sample plots across the range of forest conditions on the Project site. An updated summary table shall be prepared with estimates of numbers of trees by species and diameter class. Observations of tree conditions and health shall also be included.
- Review relevant site documentation and design including Project maps, grading plans, vegetation mapping, soils reports, biological reports, and relevant County requirements.
- Update the FMP based on updated findings to address tree removal impacts for the proposed road alignment and tree removal for alternative access from North King Road, tree removal for subdivision infrastructure improvements, tree removal within identified building envelopes on a per lot basis, and tree removal within identified septic envelopes on a per lot basis. This analysis shall be partly based on an updated tree survey map of the site prepared by the Project Applicant's surveyor/civil engineer. Any updates to this map shall be conducted by CONTRACTOR staff to accurately characterize impacts of Project improvements.

Cumulative Impacts

In accordance with CEQA requirements, the EIR shall update the cumulative projects list and revise the Cumulative Section of the ADEIR. The section shall analyze potentially significant cumulative impacts anticipated from development of the Project combined with projects that are proposed, planned, and/or underway within the County and vicinity. The analysis shall be based on the list of proposed or anticipated projects in the area, to be provided by the County.

Alternatives

In accordance with CEQA, the EIR shall address a reasonable range of alternatives to the Project that could feasibly meet the Project objectives and potentially avoid or lessen any significant environmental impacts associated with the Project. CONTRACTOR shall update the alternatives analysis to include a Project Applicant proposed alternative consisting of an alternative site configuration.

All alternatives shall be discussed both quantitatively and qualitatively in terms of their impacts and their effectiveness in addressing identified potentially significant and significant unavoidable adverse Project impacts. The alternatives analysis shall include an evaluation of the following alternatives: no project alternative, Project Applicant proposed alternative, and a reduced Project alternative. This section will identify the Project deemed to be the *environmentally superior alternative* per the requirements of CEQA Guidelines Section 15126.6(e)(2). This evaluation shall be based on a comparative analysis of the feasible alternatives.

Other CEQA and County-required Sections

The EIR shall also be updated to include other CEQA and County-required issues and sections, including Growth-Inducing Impacts; Significant Unavoidable Impacts; Significant Irreversible Effects; and Beneficial Effects. EIR References, Persons Consulted and EIR Preparers will also be included in this section.

Task 3: Prepare Draft EIR (DEIR)

After the County's review of the updated ADEIR (an assumption for the schedule is approximately review period of thirty (30) days), CONTRACTOR shall revise the EIR based on the County's comments. CONTRACTOR shall submit one (1) Screen-Check DEIR document to the County for a final review. Upon County approval, CONTRACTOR shall submit thirty (30)

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

hardcopies, along with twenty (20) CDs of the DEIR (including appendices), along with one (1) electronic copy in Microsoft Word format, to the County for public distribution. *This scope assumes one (1) round of revisions of the ADEIR by CONTRACTOR and one (1) minor screen-check revision.*

Meetings. This task includes two (2) meetings to review comments on the Administrative and/or Screen-Check DEIR.

Task 4: Prepare Final EIR (FEIR)

Following the minimum forty-five (45) day Public and Agency review period, CONTRACTOR shall meet with the County to review the comments received on the DEIR and discuss approach for preparing responses. CONTRACTOR shall prepare an Administrative Draft FEIR, containing a listing and the letters of all individuals and agencies commenting on the DEIR, and written responses to the comments received. Minor revisions to the EIR text (as necessary) shall also be included. The FEIR shall include a Mitigation Monitoring and/or Reporting Program (MMRP) prepared in the County accepted format and consistent with CEQA Guidelines.

CONTRACTOR will submit five (5) copies of this Administrative Draft FEIR to the County for review (for a minimum internal review period of thirty (30) days). The document shall then be revised per the County's comments and ten (10) hardcopies, along with twenty (20) CDs will be submitted to the County. This scope assumes that the County shall be responsible for distribution of the FEIR.

Meetings. This task includes two (2) meetings with County staff, Agency and Public review comments on the DEIR and/or FEIR.

[This scope assumes a specific amount of CONTRACTOR planning staff time for responding to comments that is considered moderate for this area, as shown in the attached budget. CONTRACTOR reserves the right to review the Public comments and shall request additional compensation if issues arise beyond the scope which would require additional technical response or should the anticipated number of comments or work required to complete the responses exceed the hourly estimate shown in the attached budget.]

Task 5: Certification of the EIR (Meeting Attendance)

Meetings (only). This task includes two (2) hearings. These include: one (1) Planning Commission Hearing, and one (1) follow up Planning Commission Hearing or one (1) Board of Supervisors meeting. This scope does not include the attendance of any of the subconsultant team members at any meetings, with the exception of site visits. Questa will attend up to three (3) meetings throughout the Project. Any request for attendance by CONTRACTOR staff or subconsultants at additional meetings shall be out-of-scope and shall require use of the Project contingency budget on a time and materials basis. This task does not include assistance with staff reports, resolutions, findings or other noticing or presentation material for any hearings. These items shall be provided upon request by the County and shall be considered as an additional task/service.

Services outlined in this Exhibit A – Scope of Services/Payment Provisions of the Agreement shall be provided as noted. Additional services cannot be provided until the additional work is presented to the County and with County and Project Applicant approval, amended into this

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Agreement. Once the amendment to the Agreement is fully executed, CONTRACTOR will be authorized to proceed with the additional services.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SCHEDULE

The following is a schedule for the EIR for the Project. It is assumed that the Project Applicant shall submit revised Project plans/maps in a timely manner, which is required in order to complete the technical reports. It is further assumed that all technical reports shall be completed within four (4) weeks following Project initiation. Please note that the EIR schedule does not account for unanticipated delays outside CONTRACTOR's control. These delays include failure to receive all Project-related information in a timely manner, delays in administrative reviews by the County, continuances of Public hearings, or similar events.

Deliverable	Estimated Timeframe
A. Technical Reports	4 weeks
B. Delivery of ADEIR*	6 weeks
C. Delivery of DEIR**	2 weeks
D. Delivery of FEIR***	4 weeks
E. Hearing Attendance****	To Be Determined
<p>* ADEIR shall be completed within four (4) weeks from the time all technical reports are completed and finalized.</p> <p>** Assumes that all County comments shall be consolidated into one (1) set of comments to be incorporated in the Public review DEIR.</p> <p>*** Assumes a reasonable amount of comments; if additional technical analysis is warranted based on Public comments. Additional time may be warranted to finalize the FEIR for County review.</p> <p>**** Assumes that Public hearings will be held two (2) weeks following completion of the FEIR.</p>	

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Denise Duffy & Associates, Inc.
Budget Estimate for La Tourette Subdivision EIR, 2017

Task #	Description	Principal	Senior Environmental Scientist	Senior Planner	Project Manager	Associate Planner/Scientist	Planner/Scientist	Assistant Planner/Scientist	GIS/Graphics	Biologist Field Technician	Administrative	Total Labor	Direct Costs (Subcontractor Costs + Expenses)	Admin Fee (15%)	Costs by Task	Costs by Deliverable
1	Project Initiation/Technical Reports/Revisions															
	Project Initiation/Technical Report Revisions	4		8	18	20	10				8		\$100.00	\$ 15.00	\$ 8,183.00	\$ 8,183.00
2	Prepare Administrative DEIR															
	Administrative DEIR	4	10	18	33	56	24	16			10		\$750.00	\$ 112.50	\$ 20,500.50	
2.1	Hydrogeology and Groundwater Quality (Questa)	2		1	2								\$ 2,960.00	\$ 444.00	\$ 4,267.00	
2.2	Surface Water Hydrology and Water Quality (Questa)			1	2								\$ 2,960.00	\$ 444.00	\$ 3,827.00	
2.3	Drainage (Questa)			1	2								\$ 2,960.00	\$ 444.00	\$ 3,827.00	
2.4	Wastewater Treatment and Disposal (Questa)			1	2								\$ 2,960.00	\$ 444.00	\$ 3,827.00	
2.5	Water Supply (Questa)			1	2								\$ 2,960.00	\$ 444.00	\$ 3,827.00	
2.6	Biological Assessment (DD&A)	5	47			62	10	2			2		\$ 45.22	\$ 6.78	\$ 16,304.00	
2.7	Land Use and Consistency with Plans & Policies (DD&A)	2		4	8								\$ -	\$ -	\$ 2,132.00	
2.8	Population and Housing (DD&A)			4	8								\$ -	\$ -	\$ 1,692.00	
2.9	Geology/Soils/Geotechnical Issues (HKA)			2						2			\$ -	\$ -	\$ 416.00	
2.10	Traffic and Circulation	15		4	5				5				\$ -	\$ -	\$ 5,268.00	
2.11	Air Quality/Climate Change (Ambient)			4	8					2			\$ 3,500.00	\$ 525.00	\$ 5,839.00	
2.12	Noise			2						2			\$ -	\$ -	\$ 416.00	
2.13	Visual/Aesthetics (DD&A)			4	8		4						\$ -	\$ -	\$ 2,068.00	
2.14	Utilities & Public Services (DD&A)			4	8		4						\$ -	\$ -	\$ 2,068.00	
2.15	FMP (Frank Ono)		4	4	6					40			\$ 3,500.00	\$ 525.00	\$ 8,713.00	
3	Prepare DEIR															
	Prepare Draft EIR	6		10	22	20	40	8			8		\$2,650.00	\$ 397.50	\$ 15,837.50	
	Meeting Attendance (two meetings)	6			6								\$150.00	\$ 22.50	\$ 2,320.50	
4	Prepare FEIR															
	Final EIR (see note 1)	12	6	12	30	18	40	2			20		\$1,650.00	\$ 247.50	\$ 18,413.50	
	Meeting Attendance (two meetings)	6			6								\$150.00	\$ 22.50	\$ 2,320.50	
5	Certification of EIR (Meeting Attendance)															
	Meeting Attendance (two hearings)	12	2	6	20		10				8		\$150.00	\$ 22.50	\$ 8,198.50	
	Total Hours/Labor/Direct Cost & Admin Fee	74	69	91	196	176	142	33	40	67	\$108,703	\$ 27,445.22	\$ 4,116.78	\$ 140,265.00		
	2017 Rate (\$/hour)	\$220.00	\$158.00	\$147.00	\$138.00	\$105.00	\$94.00	\$77.00	\$66.00	\$61.00						
	Total DD&A Labor	\$16,280	\$10,902	\$13,377	\$27,048	\$18,480	\$13,348	\$2,541	\$2,640	\$4,087						
	TOTAL															\$ 140,265.00

Note: Totals have been rounded.
1). DD&A reserves the right to review the public comments and will request additional compensation (prior to additional services being performed) if issues arise beyond the scope which would require additional technical responses or should the anticipated number of comments or work required to complete the responses exceed the above hourly estimate.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

Invoices for work products/deliverables under the Agreement shall be submitted when the work product is complete and shall identify the document or work product being delivered. Invoices for services performed in conjunction with a work product/deliverable shall be billed on a time and materials basis at a not to exceed amount by task. All invoices shall include the following:

1. Invoice Coversheet

Denise Duffy & Associates, Inc.
LaTourette Subdivision Project

Date: _____

Invoice No. _____

Agreement Term: June 27, 2017 to June 27, 2019

Agreement Amount: \$161,304.75 (\$140,265.00 base budget plus \$21,039.75 project contingency)

This Invoice:

1.	\$8,183.00	<u>Project Initiation, Technical Reports/Revisions</u>	
2.	\$20,500.50	<u>Prepare Administrative DEIR</u>	
2.1	\$4,267.00	<i>Hydrogeology and Groundwater Quality (Questa)</i>	_____
2.2	\$3,827.00	<i>Surface Water Hydrology and Water Quality (Questa)</i>	_____
2.3	\$3,827.00	<i>Drainage (Questa)</i>	_____
2.4	\$3,827.00	<i>Wastewater Treatment and Disposal (Questa)</i>	_____
2.5	\$3,827.00	<i>Water Supply (Questa)</i>	_____
2.6	\$16,304.00	<i>Biological Assessment (CONTRACTOR)</i>	_____
2.7	\$2,132.00	<i>Land Use and Consistency with Plans & Policies (CONTRACTOR)</i>	_____
2.8	\$1,692.00	<i>Population and Housing (CONTRACTOR)</i>	_____
2.9	\$416.00	<i>Geology/Soils/Geotechnical Issues (HKA/CONTRACTOR)</i>	_____
2.10	\$ 5,268.00	<i>Traffic and Circulation (CONTRACTOR)</i>	_____
2.11	\$5,839.00	<i>Air Quality/Climate Change (Ambient/CONTRACTOR)</i>	_____
2.12	\$416.00	<i>Noise (CONTRACTOR)</i>	_____
2.13	\$2,068.00	<i>Visual/Aesthetics (CONTRACTOR)</i>	_____
2.14	\$2,068.00	<i>Utilities & Public Services (CONTRACTOR)</i>	_____
2.15	\$8,713.00	<i>FMP (Frank Ono/CONTRACTOR)</i>	_____

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

information will be used to complete the file and to ensure proper payment for work products/deliverables/services.

3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (total contingency of \$21,039.75) requires the prior written approval of the RMA Director and the Project Applicant.

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the Project Planner, with a duplicate original delivered to the Contract Administrator, at the earliest possible date. The recommendation shall include:

- The dollar amount;
- The anticipated date the funded work would begin;
- The duration of the work;
- The entity (CONTRACTOR or subconsultant) to whom the funds would be transferred/allocated; and
- The justification for the expenditure.

Within five (5) working days of receipt of the recommendation, the Project Planner and Contract Administrator will have contacted CONTRACTOR to discuss its recommendation and will have made a recommendation to the RMA Director, or in the Director's absence, designee. Within ten (10) working days thereafter, the RMA Director or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send a written decision to the Project Applicant, and CONTRACTOR.

Unless the recommended transfer is denied by the RMA Director or designee, the RMA Director or designee will ask the Project Applicant to make a decision within five (5) working days regarding the recommended transfer from the Project Contingency Account. If necessary, reasonable efforts will be made to reach a compromise.

Upon receipt of the Project Applicant's written approval by the RMA Director or designee, the funding transfer will be made. At the same time, a letter authorizing the work funded by the approved transfer will be sent to CONTRACTOR.

4. Other Provisions

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 2

**FUNDING AGREEMENT NO. A-09817
BETWEEN
JEFFREY AND MONICA LATOURETTE,
PASSED AND ADOPTED BY THE
COUNTY BOARD OF SUPERVISORS,
JUNE 8, 2004**

and

**FUNDING AGREEMENT NO. 2 NO. A-10578
BETWEEN
JEFFREY AND MONICA LATOURETTE,
PASSED AND ADOPTED BY THE
COUNTY BOARD OF SUPERVISORS,
AUGUST 15, 2006**

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

Agreement Nos. A- 09817 (Funding Agreement)
And A-09816 (Professional Services Agreement)
Approve and Authorize the Chair to Sign)
the Professional Services Agreement With)
Denise Duffy & Associates, Inc. for)
Preparation of the LaTourette Subdivision)
EIR, and)
The Funding Agreement with Jeffrey and)
Monica LaTourette.)

Upon motion of Supervisor Potter, seconded by Supervisor Johnsen, and
carried by those members present, the Board hereby approves and authorizes the Chair to sign the
Professional Services Agreement with Denise Duffy & Associates, Inc. for preparation of the
LaTourette Subdivision EIR, and the Funding Agreement with, Jeffrey and Monica LaTourette, the
Project Applicant.

PASSED AND ADOPTED on this 8th day of June, 2004, by the following vote, to-
wit:

AYES: Supervisors Armenta, Calcagno, Lindley, Johnsen, Potter

NOES: None

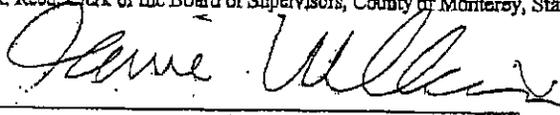
ABSENT: None

I, Sally R. Reed, 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 72, on
6/8/04.

Dated: June 8, 2004

Sally R. Reed, Clerk of the Board of Supervisors, County of Monterey, State of California.

By



Deputy

Carrie Wilkinson

cc: Alana Knaster; Barbara Parker

FUNDING AGREEMENT
for
The LaTourette Subdivision Proposal
Environmental Impact Report

THIS FUNDING AGREEMENT, hereinafter "AGREEMENT", is entered into this 8th day of June, 2004, by and between the County of Monterey, a political subdivision of the State of California, hereinafter, "COUNTY", and Jeffrey and Monica LaTourette, husband and wife, hereinafter, "PROJECT APPLICANT", with reference to the following facts and circumstances:

RECITALS

- A. PROJECT APPLICANT has applied to COUNTY for approval of various development permits for the LaTourette Subdivision Proposal, referred to herein as "THE PROJECT". THE PROJECT seeks all necessary COUNTY permits, approvals, and environmental review.
- B. Due to the magnitude and complexity of THE PROJECT, the Director of the Planning and Building Inspection Department of COUNTY, hereinafter, "DIRECTOR", and PROJECT APPLICANT have agreed that it is necessary and desirable that COUNTY engage Denise Duffy & Associates, Inc., hereinafter, "CONTRACTOR", to prepare an environmental impact report (EIR), attend public hearings and meetings on THE PROJECT, and perform related work. CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement between COUNTY and CONTRACTOR, attached to this AGREEMENT as Exhibit "1," and incorporated herein by reference as if fully set forth. COUNTY shall manage THE PROJECT work performed by CONTRACTOR.
- C. COUNTY and PROJECT APPLICANT hereby agree that COUNTY shall engage CONTRACTOR to provide the services set forth in Exhibit "1" of this AGREEMENT.
- D. A fundamental premise of this AGREEMENT is that nothing herein is to be construed as a representation, promise, or commitment on the part of COUNTY to give special treatment to, or exercise its discretion favorably for THE PROJECT, in exchange for PROJECT APPLICANT'S obligation to cover COUNTY'S cost of retaining CONTRACTOR and providing COUNTY staff to work on the EIR.
- E. COUNTY and PROJECT APPLICANT make this AGREEMENT with full knowledge of the requirements of state and local law, including, but not limited to the

Funding Agreement
LaTourette Subdivision
Environmental Impact Report
June 8, 2004

California Environmental Quality Act of 1970 (Public Resources Code section 21000 et seq., hereafter "CEQA") and the State Guidelines (14 California Code of Regulations section 15000 et seq., hereafter "Guidelines") and the Monterey County Code.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, PROJECT APPLICANT AND COUNTY AGREE AS FOLLOWS:

1. Deposit to Fund Professional Services Agreement and COUNTY Surcharge

PROJECT APPLICANT shall deposit an amount equal to the base amount of the Professional Services Agreement between COUNTY and CONTRACTOR for preparation of the EIR, and the County Surcharge. This totals \$328,814.00 and includes:

\$243,566.00 Base Amount of Professional Services Agreement with CONTRACTOR; and
\$85,248.00 County Surcharge.

PROJECT APPLICANT shall deposit \$328,814.00 with COUNTY Planning and Building Inspection Department prior to June 8, 2004.

PROJECT APPLICANT'S deposit of \$328,814.00 with COUNTY shall be a condition precedent to COUNTY'S obligations under this AGREEMENT.

2. Fifteen Percent (15%) Project Contingency

An additional fifteen percent shall be included in the Professional Services Agreement between COUNTY and CONTRACTOR to cover contingencies. This 15% Project Contingency totals \$36,535.00, and is subject to the procedures in *Transfer from Project Contingency Account* specified in Section III of Exhibit "A" of the Professional Services Agreement between COUNTY and CONTRACTOR, included in Exhibit "1", and incorporated herein by reference.

3. Maximum Budget Under AGREEMENT

The maximum which may be charged PROJECT APPLICANT under this AGREEMENT is \$365,349.00.

CONTRACTOR'S base budget:	\$243,566.00
County Surcharge:	\$ 85,248.00
Project Contingency:	\$ 36,535.00
Maximum Charge under AGREEMENT:	\$365,349.00.

4. Engagement of CONTRACTOR. COUNTY shall engage CONTRACTOR in accordance with the contract between COUNTY and CONTRACTOR dated June 8, 2004. CONTRACTOR shall be responsible only to COUNTY, and nothing in this AGREEMENT imposes any obligation on COUNTY or CONTRACTOR to PROJECT APPLICANT other than to devote the time and attention to preparing a legally adequate environmental impact report for THE PROJECT and related work. COUNTY shall provide direction and guidance to CONTRACTOR.

CONTRACTOR's contact(s) with PROJECT APPLICANT shall only be through COUNTY; and 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.

5. Payment(s) to CONTRACTOR and COUNTY.

a. CONTRACTOR

CONTRACTOR'S invoices shall be paid from funds deposited by PROJECT APPLICANT, and shall be paid in accordance with the terms of Section II of Exhibit "A" of the Professional Services Agreement with CONTRACTOR, included in Exhibit "1" of this AGREEMENT. Should AGREEMENT be terminated prior to June 30, 2005, any unearned balance of the \$243,566.00 deposited by PROJECT APPLICANT to fund the base contract of CONTRACTOR shall be returned to PROJECT APPLICANT within sixty days of receipt of notice of termination by COUNTY.

b. County Surcharge

A maximum County surcharge of thirty-five percent (35%) shall apply to this AGREEMENT (35% of CONTRACTOR'S base budget). This covers the EIR Consultant selection process, COUNTY project management and contract administration.

This surcharge is non-refundable and shall be distributed to the following County departments upon execution of this AGREEMENT:

Planning and Building Inspection:	30%
Public Works:	5%

c. Project Contingency

An additional fifteen percent (15%) covers potential contingencies, and transfer of any Project Contingency funds into the base budget shall require the approval of both COUNTY and PROJECT APPLICANT, pursuant to Section III of Exhibit "A" of the Professional Services Agreement between CONTRACTOR and COUNTY, included herein as Exhibit "1". Within five (5) working days of receipt of a request from COUNTY, PROJECT APPLICANT shall approve or disapprove the Request for Transfer from Project Contingency and, if approved, at the same time submit a check to the COUNTY for the amount requested.

If PROJECT APPLICANT takes more than five working days to respond to a Request for Transfer from Project Contingency, additional costs may accrue to CONTRACTOR, which may result in another Request for Transfer from Project Contingency.

6. Relationship to Other Charges

PROJECT APPLICANT and COUNTY agree that the expenditures associated with this AGREEMENT are in addition to the standard development application fees approved by COUNTY.

7. No Promise or Representation. PROJECT APPLICANT and COUNTY agree that nothing in AGREEMENT is to be construed as a representation, promise, or commitment on the part of 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 COUNTY'S actions regarding THE PROJECT.

8. Term. AGREEMENT shall become effective May 3, 2004 and continue through June 30, 2005, unless terminated pursuant to Paragraph 9 of AGREEMENT.

9. Termination. AGREEMENT shall terminate on June 30, 2005, but may be terminated earlier by PROJECT APPLICANT or COUNTY, by giving thirty (30) days' written notice to the other.

10. Entire Agreement. AGREEMENT and its attachments constitute the entire agreement between the PROJECT APPLICANT and COUNTY respecting the matters set forth herein. COUNTY and PROJECT APPLICANT 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 PROJECT APPLICANT and COUNTY that 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 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 COUNTY and PROJECT APPLICANT.

14. Contracting Officer. The contracting officer of COUNTY, and the only entity authorized by law to make or amend AGREEMENT on behalf of COUNTY, is the Monterey County Board of Supervisors.

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 AGREEMENT shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each part has reviewed and revised 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.

18. Conflict with Professional Services Agreement between CONTRACTOR and COUNTY. In the event of a conflict between the provisions of AGREEMENT and the Professional Services Agreement between COUNTY and CONTRACTOR, the provisions of AGREEMENT shall govern.

19. Relationship of Parties. The parties agree that this AGREEMENT establishes only a finding arrangement between the parties, and that the parties are not joint venturers or partners.

20. Indemnification. PROJECT APPLICANT agrees to defend, indemnify and hold 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.

21. Notices. Notice to the parties in connection with AGREEMENT shall be given personally or by regular mail addressed as follows:

TO COUNTY: Jean Getchell, Contract Administrator
 Planning and Building Inspection
 2620 First Avenue
 Marina, CA 93933

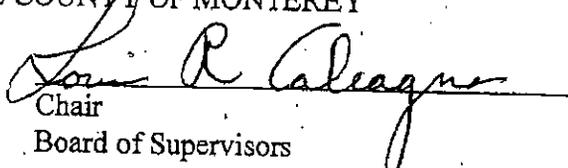
PROJECT APPLICANT: Mr. and Mrs. Jeffrey LaTourette
 c/o Lombardo & Gilles
 P. O. Box 2119
 Salinas, CA 93902-2119

Notice shall be deemed effective at the time of personal delivery or seventy-two (72) hours after mailing by certified mail, return receipt requested.

IN WITNESS WHEREOF, PROJECT APPLICANT and COUNTY have executed AGREEMENT to be effective on the date first above written.

THE COUNTY OF MONTEREY

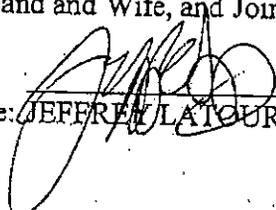
By:


Chair

Board of Supervisors

Mr. and Mrs. Jeffrey LaTourette
Husband and Wife, and Joint Tenants

By:


Name: JEFFREY LATOURETTE, Joint Tenant

By:


Name: MONICA LATOURETTE, Joint Tenant

Approved as to form:
CHARLES J. MCKEE
County Counsel

By:

 6/7/04
Deputy County Counsel

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$25,000¹)**

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Denise Duffy & Associates, Inc. (hereinafter "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 A legally certifiable Environmental Impact Report for the LaTourette Subdivision, and Associated Work, as Described in Exhibit "A".

2. PAYMENTS BY COUNTY. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$280,101.00.

3. TERM OF AGREEMENT. The term of this Agreement is from May 3, 2004 to June 30, 2005, 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.

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. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the

¹ Approved by County Board of Supervisors on _____

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 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 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 County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. 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. INSURANCE.

9.01. 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, Broadform 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.

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.

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.

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

9.02. Other Insurance 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 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.

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. 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. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual preference, 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 sub grantee 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. **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 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. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Name and Title Jean Getchell Management Analyst III	Name and Title Denise Duffy, Principal
Address 2620 First Avenue Marina, CA 93933	Address 947 Cass Street, Suite 5 Monterey, California 93940
Phone (831) 883-7539	Phone (831) 373-4341
Fax (831) 384-3261	Fax (831) 373-1417

15. **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 professional 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.

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

COUNTY OF MONTEREY

Louis R. Coleagna
Board Designee

Date: 6/9/04

Approved as to Form
By: Mary Bravelley
County Counsel

Date: 6-7-04

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 5-28-04

Approved as to Liability Provisions²

By: NA
Risk Management

Date: _____

CONTRACTOR

Denise Duffy - Associates, Inc.
Contractor's Business Name

By: Denise Duffy
(Signature of Chair, President or Vice President)

By: Denise Duffy

Its: President
(Name and Title)

Date: 5/13/04

By: Denise Duffy
(Signature of Secretary, Asst. Secretary, CFO or Assistant)

By: Denise Duffy

Its: Secretary
(Name and Title)

Date: 5/13/04

*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.

² Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

Exhibit A
Scope of Services and Payment Provisions
Environmental Impact Report for the La Tourette Subdivision

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I. TASK DESCRIPTION

Introduction

The DD&A team will work closely with the County to provide a thorough and objective EIR. This will be achieved through a combination of agency coordination, responsive project management, and high performance standards. The EIR analysis will utilize existing data as a baseline, supplemented by project-specific technical studies. DD&A will conduct detailed evaluations of the primary issues associated with the project, and prepare an EIR for the subdivision in accordance with CEQA, County requirements, and professional standards. The EIR will evaluate all potential impacts, including cumulative impacts, and present feasible mitigation measures to reduce or eliminate these impacts where possible. Alternatives will be discussed that will avoid or reduce significant environmental impacts in conformance with CEQA. A detailed description of the methodology to be used to prepare this EIR is included in the scope of work presented below. *To prepare the technical studies, the applicants shall submit a tree survey of the site prepared by their surveyor / civil engineer.*

PROJECT UNDERSTANDING

The proposed La Tourette Subdivision project is located in a rural area of Monterey County known as the Prunedale Hills. It is located north of the Pesante Road/King Road intersection, approximately two miles east of Highway 101. The project area is composed mainly of rolling hills supporting some grazing and rural residential development. The property, which is currently developed with three single-family residences and supporting structures and infrastructure, is surrounded by undeveloped lands to the west, north, and east, and a partially developed 19-lot subdivision (Woodland Heights) to the south.

The project proposes a standard subdivision Vesting Tentative Map for the division of an approximately 47.8-acre parcel (APN 125-101-016) into 19 lots ranging in size from 1.8 to 11 acres. The project also includes grading (approximately 5,400 cubic yards) for construction of an access road. From King Road, there are two possible alternatives to access the site: through the extension of the existing main road in the Woodland Heights subdivision to the site or through the construction of a new access road off King Road in the southeast corner of the site. Environmental impacts of construction and use of both access roads will be analyzed in the EIR. The current zoning is Low Density Residential (2.5 acres/unit).

The project proposes the expansion of the existing Woodland Heights Mutual Water Company to provide water to the subdivision. However, based on consultation with County Departments, the system does not have enough capacity in the second well to serve the lots already created in the adjacent Woodland Heights subdivision or the lots from the Gloria Willis subdivision. Another well is anticipated to be needed to provide

water for the system should the primary well go out of service. The water company is either in the process of, or has recently completed, installing an iron and manganese treatment system that may require a capacity upgrade for this project.

In addition, it is understood that the LaTourette subdivision will not be directly "provided" water through the Salinas Valley Water Project (SVWP) and that the SVWP calls for utilizing water from the Salinas River for irrigation purposes only. It is anticipated that development of the SVWP will have benefits to the overall groundwater resources in the area of the project site and the water resources utilized by the Woodland Heights Mutual Water System. These benefits (including ideally, long-term sustainability of the existing resources) will be summarized in the EIR as accurately as possible, using information available at the time of release of the document and in consultation with the Monterey County Water Resources Agency (MCWRA). The EIR is anticipated to treat the SVWP as a project that will ensure existing water supply resources are maintained; however, we are assuming that should the water balance (i.e., total groundwater extraction versus total percolation) show a net extraction, the impact to the groundwater basin may still be considered to be a significant impact. This determination will be made in consultation with the relevant County Departments (Health and Water Resources Agency).

The issue of paramount concern in the project area is clearly water and the interconnectedness of water-related issues (water supply, groundwater/hydrogeology, water quality, surface hydrology, drainage, and wastewater disposal). In recognizing this, DD&A selected a subconsultant that is not only familiar with the North County area and is currently working with the County on the Carlsen Estates project, but that would also bring a fresh and comprehensive approach to analyzing all water-related issues for the LaTourette Subdivision project. As can be seen in their scopes of work for each of these issues below, Questa Engineering Corporation invested significant effort in developing an understanding of the project-specific water-related issues and the County's requirements, and in crafting a detailed methodology for addressing those issues to facilitate review by the Health Department and the defensibility of the EIR analysis. With the combination of DD&A possessing extensive storm water, water supply and wastewater planning experience, and Questa Engineers, the County would have the resources available to receive an EIR document that meets the needs of the County, the public and the regulatory agencies for accurate, concise and thorough disclosure of the key issues of concern.

Task 2. Prepare Administrative Draft EIR

Upon completion of Task I above and receipt of all comments on the Notice of Preparation, DD&A will prepare a detailed Administrative Draft EIR for the project, in accordance with the requirements of CEQA and the County of Monterey, including the County's EIR formatting guidelines and requirements. DD&A will submit ten (10) copies of the Administrative Draft EIR, and one electronic copy in Microsoft Word format to the County for review and comment.

Meetings. This task includes three (3) meetings/hearings. These include: a progress meeting during preparation of the ADEIR, a consultation meeting with County Counsel, and a meeting to address County comments on the ADEIR.

Topical Section Scopes of Work and Contents. At a minimum, the EIR will contain all the components described below.

Summary

A summary section will be included in the EIR to briefly describe the project and include a listing of all potential impacts and recommended mitigation measures. The summary will also identify areas of controversy and project alternatives evaluated in the EIR. Potential impacts will be identified as follows: *Significant Unavoidable Impacts*, *Significant Impacts That Can Be Mitigated to a Less-Than-Significant Level*, and *Less-than-Significant Impacts*. The summary will also include all initial comments received in response to the NOP regarding the preparation of the Draft EIR and the project. Subsequently, the summary will describe how these comments were addressed in the EIR by reference to the section or topic.

Project Description

The EIR will provide a detailed description of the proposed project based on information provided by the County and the project applicant. The project description will include the regional, vicinity and site location, project objectives, existing site characteristics, and relevant site and vicinity history. This section will illustrate with plans, photographs, and other graphics, aspects of the project including the following: 1) grading and engineering characteristics; 2) infrastructure improvements; and 3) landscaping and design features (to the extent these types of information are available when the EIR is being prepared). The project description will also identify intended uses of the EIR.

Environmental Setting, Impacts, and Mitigation Measures

The EIR will include a discussion of existing conditions at appropriate geographical levels in accordance with the issues being addressed. The EIR will identify environmental impacts of the project using significance criteria (i.e., thresholds of significance) to determine the level of impact for each identified issue. The project impact section will present potentially significant impacts, and identify mitigation that avoids or reduces impacts to a less-than-significant level where possible. The EIR will analyze and address the following issue areas:

Hydrogeology and Groundwater Quality

The hydrogeology and groundwater quality analysis will be completed by Questa and will incorporate the following approach:

- X The background data review for the hydrogeology section will include a review of:
- Groundwater studies prepared by or for the County (i.e., studies available from the Monterey County Water Resources Agency, and the County Environmental Health Division);
 - The Central Coast Regional Water Quality Control Board *Basin Plan* will be reviewed for beneficial uses and groundwater quality objectives;
 - The Department of Water Resources Water Data Library for information on groundwater quality and well water levels in the project area; and
 - The USDA Soil Survey of Monterey County, and geologic and topographic maps of the project environs.
- A site review will be conducted to observe the property with respect to proposed subdivision plans and existing uses. Special focus will be given during the site visit to the observation of such factors as drainage patterns and features, topography, existing well locations, vegetation, soil and geologic exposures.
 - A Hydrogeologic Report for the project will be prepared to fulfill the requirements described in Monterey County Code Chapter 19.03.015(L)(3)(C). Four (4) copies of the report will be submitted to the Director of the Planning and Building Inspection Department, as required in the code. As noted in tasks described below, much of the information that is required in the Hydrogeologic Report will apply directly to the background setting and impact analyses for many of the water resources-related sections of the EIR (i.e., Hydrogeology and Groundwater Quality, Surface Water Hydrology and Water Quality, and Drainage). Items that will be completed as part of the Hydrogeologic Report, and then presented in pertinent sections of the EIR, have been marked with an asterisk (*) throughout this work scope.
 - Pertinent aspects of the hydrogeology and ground water quality will be reviewed and described, including a description of the aquifer and groundwater conditions. The following will be performed to complete the hydrogeology environmental and regulatory setting of the report:
 - A review and description of purpose, scope, and location of the proposed project as it relates to hydrogeology and groundwater quality;

- Historic rainfall and evapotranspiration data for the area will be quantified based upon climate data available for project vicinity. An isohyetal map and a discussion of any long-term fluctuations will be included; and *
- Applicable Federal, State, and Local regulations, including the Monterey County Water Conservation Ordinance, will be reviewed and described.
- The following will be performed to complete the impact analysis and discussion of hydrogeology and groundwater quality:
 - Significance criteria will be developed and described.
 - The potential regional source of water (Highlands South Aquifer) for the project will be described and how it may be supplied to the site (i.e., the Woodland Heights Mutual Water Company). The latter will include the specific potable water requirements for the project and how their use may affect the existing water systems in the area.
 - The Groundwater Resources for the project will be quantified and discussed to include the following:
 - Hydrogeologic environment will include aquifer identification and characterization, groundwater basin delineation, well yields and a characterization of soils; *
 - Groundwater levels and flow will include a discussion of groundwater levels, a groundwater contour map, and a discussion of any seasonal and/or long-term fluctuations. This section will also include a discussion of the recharge areas and the amount of recharge will be quantified using monthly time-step water balance methodology. It will also consider potential impacts of pumping on neighboring wells based on information supplied by the applicant. (Note: If it is determined that new wells and/or significantly higher pumping rates are required to serve the project, additional work may be required); *
 - Groundwater in storage will be quantified by discussing the amount of groundwater in storage and the amount that can be recovered; and *
 - Groundwater quality will be discussed and any impacts on the groundwater by the proposed project will be discussed and mitigation measures listed. *
 - A qualitative discussion of the benefits, if any, that may occur to the groundwater resource conditions of the project will be provided based solely on existing information from MCWRA that describes groundwater conditions upon implementation of the Salinas Valley Water Project.
- An assessment of existing and proposed water usage will be provided. Based upon the project description water usage will be estimated and divided among

landscaping, fire flow requirements and domestic use. Questa will estimate existing and proposed usage based upon County standards or flow records for other projects in the area. The source of the information and the method of calculations will be documented. *

- A monthly water balance for the proposed project will be calculated and described. Groundwater recharge will include ground water inflow plus the average annual precipitation, minus evapotranspiration, runoff or stream flow, and any supplemental recharge provided by the project (e.g., stormwater infiltration) and soil moisture demands. The net groundwater recharge, minus any existing demand and the proposed project water demand, equals the change in groundwater storage. *
- Any known water supply problems in the area that affect the proposed project will be described. Cumulative effects of future projects of similar size supplied by the same aquifer will also be described. This assumes a list of cumulative projects will be identified and provided by the County.
- Project consistency with the Monterey County Water Conservation Ordinance will be discussed.
- Based upon the description to be provided by the applicant, the method, type, and extent of wastewater disposal will be described (see also **Wastewater Treatment and Disposal** below).
- The quality and quantity of wastewater discharged by the proposed project will be described. Quantity figures will include both daily average and peak wastewater flows. Quality figures will include estimated nitrate concentrations, and all other constituents as determined by the Division of Environmental Health and the State Regional Water Quality Control Board. *
- All existing and future sources of nitrate loading within the study area will be identified and described. The potential for surface water contaminants to enter aquifers in the vicinity of the proposed development area will also be discussed. *
- A nitrate loading analysis for the proposed project will be performed and discussed. Based upon readily available information, the long-term nitrogen/nitrate balance of the impacted aquifer will be calculated using a chemical-water balance approach. The source of any nitrate contamination will be included along with the effect of the proposed project on the nitrate balance and the overall potability of the groundwater supply. The County Division of Environmental Health will be consulted for special concerns or requirements. *
- The average daily and peak nitrate-loading rate per acre for the existing and proposed project will be calculated and described. *

- The aquifer impacted by the wastewater and/or sewage discharge will be identified and discussed in terms of existing and future water balance both with and without the project.

Based upon the impact evaluation, mitigation measures will be recommended and described. If necessary, alternative project designs (i.e., reduced density) and locations will be identified to mitigate adverse project impacts. Recommendations concerning water conservation measures, including water reclamation and retention ponds, will also be explored. The potential for employing additional methods to enhance the percolation of stormwater as recharge for local groundwater supplies on the project site will also be considered as a mitigation measure, if the proposed recharge/percolation pond is not found to be sufficient.

At the request of Monterey County, the scope of work will include analysis of the adjacent, existing subdivision (original La Tourette Subdivision) with respect to cumulative/conjunctive runoff and water balance mitigation measures. For this analysis, the two subdivisions will be examined as one "watershed area" to determine whether or not groundwater recharge requirements and peak runoff detention can potentially be achieved through shared (i.e., conjunctive use) recharge-retention facilities and by considering the water balance calculations as a cumulative issue for the two subdivisions taken as a whole. This analysis will be completed at a preliminary feasibility level, to determine the probable advantages and viability of this approach. Maps, reports and other background materials for the existing/adjacent subdivision will be reviewed and hydrologic/water balance calculations will be made. A reconnaissance field survey will be made of the adjacent subdivision area; however, the scope of this analysis is not intended to include any physical exploration or testing within the adjacent subdivision. Based on the results of this mitigation analysis, a recommendation will be made regarding the benefits or need for pursuing conjunctive water resource mitigation for the two subdivisions. However, any further exploration or detailed analysis of a conjunctive mitigation measure would be undertaken only in response to a specific proposal by the project Applicant.

To ensure fire flows can be met, the North County Fire District will be contacted regarding fire flow requirements per County Ordinance 3600 or subdivision water supply standards. Methods of treatment of drainage or sewage that will bring water quality to acceptable levels to re-enter aquifers will be identified and described. The Monterey County Health Department will be consulted to set and identify water quality standards for the project as part of the significance criteria development.

Surface Water Hydrology and Water Quality

The background data review for the surface water hydrology and water quality section of the report will include a review of:

- Existing surface water studies in the project vicinity, including the Salinas Valley Water Project Report, reports and/or data available for the Woodland Heights Mutual Water Company (e.g., *Drinking Water Source Assessment*), and surface water studies prepared by or for the County; *
- The Central Coast Regional Water Quality Control Board *Basin Plan* will be reviewed for beneficial uses and water quality objectives of project site or receiving water bodies;
- Drainage and project site information available from the "Vesting Tentative Map" prepared by Monterey County Surveyors, Inc.; and
- The USDA Soil Survey of Monterey County, and geologic and topographic maps of the project environs.

Pertinent aspects of the surface water hydrology and water quality be reviewed and described, including a description of the existing watershed conditions, drainage patterns, and major tributary streams within or downstream of the property. The following will be performed to complete the surface hydrology and water quality setting of the report:

- A review and description of purpose, scope, and location of the proposed project as it relates to surface water hydrology and water quality;
- Historic rainfall and evapotranspiration data for the area will be quantified and described based upon climate data available for project vicinity. An isohyetal map and a discussion of any long-term fluctuations will be included; *
- Pertinent water quality background information from the review of existing surface water studies, and water quality data in the project area will be summarized; specifically, conclusions or recommendations from these studies will be highlighted;
- Floodplains in the project site and any aquifer recharge areas in the site and/or the project's vicinity will be identified. Floodplains will be identified based on current Federal Emergency Management Agency (FEMA) floodplain mapping available for the project area. However, based upon a preliminary search of the FEMA floodplain maps, the project site is not within a designated flood hazard area; and *
- Beneficial uses and water quality objectives identified in the *Basin Plan* for project site or receiving water bodies in the project vicinity will be summarized and described.

The following will be performed to complete the impact analysis and discussion of surface water hydrology and water quality:

- Significance criteria will be developed and described;
- A map showing all watershed and drainage features will be provided and described. Any wetlands will be identified and the impacts of the proposed project on them will be discussed;
- Existing stream flow conditions for the project site will be quantified along with a discussion of the water quality. A discussion of the stormwater drainage caused by the proposed project's impervious surfaces and how it will be controlled will be included. An analysis of the potential for the beneficial use of captured stormwater will be included. It is assumed that the applicant will provide an appropriately scaled base map and project plans in electronic format for use by Questa. The electronic map will be used to identify and measure existing and proposed impervious areas, to delineate and measure drainage areas and features, and for report graphics; and *
- Potential changes in surface runoff water quality will be investigated and described. This will consider existing surface water quality conditions (to the extent that they are known), and likely changes in the type and amount of runoff pollutants associated with site development. Surface runoff management practices and design features planned for the project will be taken into account in this analysis. Surface runoff water quality effects are anticipated to be related to primarily erosion and sedimentation, but other effects from street runoff and residential development will also be considered.

Mitigations will be identified for hydrologic-surface runoff impacts determined to be significant under the proposed or alternative projects. Mitigations may include such measures as limitations on the scale of development, avoidance of critical watershed areas, design/management practices, stormwater detention, and implementation of water quality best management practices. Although the project does not appear to be in a flood hazard area, flood mitigation requirements will be identified, as appropriate.

Drainage

The background data review for the drainage section of the report will include a review of:

- Drainage and project site information available from the "Vesting Tentative Map" prepared by Monterey County Surveyors, Inc.; and
- County documents, files, and/or maps relevant to on- and off-site drainage infrastructure.

To complete the drainage environmental and regulatory section of the report, the existing (including any existing wetland areas) and proposed drainage system for the project site

and downstream receiving waters will be described. The following will be performed to complete the impact analysis and discussion of drainage:

- Significance criteria will be developed and described;
- Proposed and required drainage facilities will be reviewed and evaluated for adequacy to meet County requirements. Based on the "Vesting Tentative Map", the applicant proposes to use an existing pond and proposed new retention/recharge pond for stormwater treatment, control, and/or recharge. To estimate the adequacy of these ponds to meet the County's stormwater runoff requirements, Questa will perform a peak runoff analysis (e.g., rational method) and modified rational method analysis (i.e., to obtain runoff storage requirements);
- As necessary, the project will be reviewed to determine if existing County infrastructure will be adequate to handle stormwater runoff, or if improvements would be necessary to accommodate the additional runoff. (Note: Compliance with County requirements for onsite attenuation of peak flow is intended to eliminate impacts on offsite infrastructure);
- Potential on- and off-site erosion and drainage impacts from the proposed development will be identified and described; and
- Potential impacts to the project from off-site drainage conditions will be identified and described.

Based upon the results of the impact analysis, mitigation measures for impacts to on- and off-site drainage will be identified. As appropriate, these recommendations will address:

- Project drainage issues to include maintenance and monitoring program;
- Drainage system improvements needed to accommodate project-related drainage;
- Funding instruments either existing or needed for improvements to the drainage system to accommodate the new project;
- Measures to retain stormwater run-off resulting from a "10 year" occurrence ("20 year" for Coastal Zone).
- Measures to address "100 year" storm occurrence for on-stream facilities, or for facilities within the flood plain; and
- Site management measures, including landscape and revegetation plans, and monitoring programs to ensure the long-term success of these plans.

Wastewater Treatment and Disposal

The following presents the work scope for the evaluation of on-site septic system suitability for the proposed LaTourette Subdivision. The proposed subdivision would create 19 lots on the 47.8-acre parcel, all of which would be served by individual on-site septic systems. The three single-family dwellings on the site are currently served by on-site septic systems.

- All relevant background information on the property will be compiled and reviewed. This is expected to include correspondence, reports, and any additional information that may be available from the Monterey County Environmental Health Division on the existing septic systems on the property. Additionally, information relative to the septic systems in the general project vicinity (i.e., neighboring properties) will be investigated through review of the Monterey County Environmental Health Division files.
- Questa will perform soils and percolation testing in accordance with standard procedures specified by the Monterey County Environmental Health Division. The Division will be contacted prior to proceeding with the testing to review the scope of work and, as appropriate, to observe testing. Soil and groundwater conditions and percolation rates will be evaluated and included in the description of the environmental setting, and will be used to evaluate potential impacts to groundwater quality from the proposed systems. For budgeting purposes, it is assumed that one 15-foot-deep soil profile test pit and one 5-foot-deep percolation test pit will be drilled on each of the 19 proposed lots. It is assumed that the areas of soil and percolation testing will be identified by the applicant, and will correspond to the areas being proposed to be used for on-site wastewater treatment and disposal. Additionally, one soil profile test pit and percolation test will be performed in the area proposed to be used as the retention/recharge pond to verify recharge rates in the proposed pond.
- All relevant background information on the existing septic systems on the property and in the project area will be described in the environmental setting; additionally, soil and percolation testing results will be summarized in this section of the report. The following information will also be included:
 - Description of the existing septic systems on the project site in terms of maximum capacity, permitted capacity, existing demands, and future demands (i.e., with and without project); and
 - Summary of current Monterey County Environmental Health Division sewage disposal regulations, and a summary of the Central Coast Regional Water Quality Control Board's Basin Plan policies, requirements, and prohibitions regarding on-site sewage disposal systems.
- An evaluation will be made of the suitability for the proposed subdivision of the use of individual on-site septic systems, based on the available background data, and soil

and percolation testing. The basis for evaluating septic suitability and potential impacts will include the following:

- Significance criteria will be developed and described;
- The extent and type of wastewater treatment of the proposed system as compared to the specific treatment requirements of the Central Coast Regional Water Quality Control Board, and the Monterey County Health Department; and
- An evaluation of the existing and proposed disposal fields for size, capacity, location, and proposed utilization for:
 - Vegetation or tree removal necessitated by the system's installation;
 - Maximum allowed design rates and effluent loading rates; and
 - Special buffer zones or setbacks from treatment facilities, disposal areas, and adjacent properties.
- The project proposes to use individual on-site wastewater treatment and disposal; however, if off-site systems or County facilities are necessary for wastewater treatment and disposal the following will be investigated and discussed as additional work:
 - Legal procedures and/or agreements necessary to facilitate treatment improvements and/or serve the subject property;
 - Infrastructure capacity and annexation; and
 - Project impacts on expansion or replacement of existing off-site facilities.
- Based upon the findings of the impact analysis, mitigation measures will be developed and described. Mitigation measures will address County requirements and design features, covering such issues as bonding, loading rates, and alternative locations and design.

Water Supply

- The background data review for the water supply section of the report will include a review of existing reports and/or data available for the Woodland Heights Mutual Water Company (e.g., *Drinking Water Source Assessment*). *
- The following will be performed to complete the water supply environmental and regulatory section of the report:
 - The application proposes the expansion of the Woodland Heights Mutual Water System to provide potable water for the project. The water system will

be described in terms of the number of connections, existing and required long-term supply, and necessary infrastructure extension to deliver water to the project site;

- The proposed locations and sizes of existing and proposed well, tank, and access easements will be illustrated as necessary; and
- Legal requirements necessary to provide water service for the project will be identified and discussed (e.g., acquiring and recording easements, water agreements, incorporations, annexing to service districts, spheres of influence, Public Utility Commission regulations).
- The following will be performed to complete the impact analysis and discussion of water supply:
 - Significance criteria will be developed and described;
 - Expected short-term and long-term demands imposed by the project will be quantified and described to show how the project will impact the water system. These demands will be expressed in terms of numerical volume, fire flows, and as a percentage both compared to existing and future capacity of adjacent and area-wide delivery systems;
 - Water delivery system facility/infrastructure improvements to provide adequate supplies for the short-term and long-term needs will be identified and described;
 - The temporary water capacity (i.e., storage facility) and demand for long-term capacity (stream flows, reservoirs, and groundwater capacity) will be described. Cumulative and indirect impacts related to capacity and the delivered water supply will be discussed;
 - A discussion of how increased demand from the project might degrade existing and future conditions, maintenance and operation of the water system will be included;
 - Alternative water supply options will be discussed (e.g., including consolidation and/or expansion of other water systems adjacent or in the vicinity, forming or annexing to water districts or service areas); and
 - Where water treatment will be required to comply with drinking water standards of Title 22, CCR, additional improvements, easements, and service agreements will be discussed.
- Based upon the findings of the impact analysis, mitigation measures will be developed and described. Such measure may include:

- Installing or bonding the water system improvements and any appurtenances needed to and within the project area. Final improvement designs and any associated fees for review and approval may be required prior to installation or bonding;
- Providing a letter from the local fire district prior to installation or bonding that the proposed improvements meet fire flow standards; and
- Submitting evidence that all necessary easements, dedications, legal agreements have been properly recorded and/or executed.

Biological Assessment

The scope of work for the BA includes the following:

- X DD&A will visit the site to assess the environmental conditions of the site and its surroundings. In addition, pre-survey research will be conducted utilizing available resources, including California Department of Fish and Game California Natural Diversity Database (CNDDDB), California Native Plant Society (CNPS) lists, local experts, and other published and unpublished materials as related to CEQA requirements. The field review will provide an evaluation of general habitat features and environmental constraints at the site and within the local vicinity, and provide a basis for recommendations to minimize or avoid impacts. During the site visit, an inventory of plants and animals observed within the project site will be conducted. In addition, sensitive habitats within the project site will be identified. The initial site visit may be followed by additional site visit(s), as necessary, due to temporal constraints related to the timing of wildlife or botanical identification (i.e., breeding season or flowering period). The initial site assessment will also include a review of on-site habitats for the potential presence of special-status plant and wildlife species. Based on the findings, it may be necessary to perform species-specific or protocol-level surveys for a number of special-status plant and wildlife species. In many cases, particularly in areas with appropriate habitat and recently reported occurrences of special-status species, presence may be assumed and species-specific or protocol-level surveys may not be required. However, species-specific or protocol-level surveys may be required to determine presence or absence in marginally appropriate habitat and/or in areas with no previous occurrence data. *These would be out-of-scope and would require a contract amendment if they are determined to be necessary.*
- X DD&A will contact responsible and interested agencies and organizations that have knowledge of affected resources and jurisdiction over or will be affected by the project to ensure that potential environmental issues are addressed. This communication will also be conducted in order to generate mitigation measures to minimize or avoid potential impacts. DD&A anticipates contacting and/or meeting with representatives of the following agencies:
 - X California Department of Fish & Game (CDFG)

- X California Native Plant Society (CNPS)
- X California Regional Water Quality Control Board (RWQCB)
- X U.S. Army Corps of Engineers (Corps)
- X U.S. Fish and Wildlife Service (USFWS)
- X California State Lands Commission

X The BA will be prepared in compliance with CEQA and all other applicable policies, plans, and regulations. The BA will include documentation of the biological resources in the project area and an assessment of the impacts of the project on those resources. The BA will provide an analysis of the short-term (e.g., construction phase) and long-term impacts (e.g., loss of habitat or habitat fragmentation), as well as cumulative impacts. This analysis will provide recommendations on the level of the potential impacts and mitigation measures, and include mitigation that can be included in the project design.

X The BA will provide a description of the environmental setting, both regionally and locally, and provide a description of the existing biological resources that occur or have the potential to occur within the project site (i.e., special-status plant and wildlife species, and sensitive habitats). Sensitive habitats known or with the potential to occur within the project site include central maritime chaparral, oak woodland, riparian, and wetlands. In addition, the project site is located within Critical Habitat Prunedale Unit G for Monterey spineflower, designated by the USFWS. Based on the RFP and Biological Report prepared by Jud Vandevere and Associates for the Woodland Heights Subdivision, the project site has the potential to contain the numerous special-status species identified on the adjacent property. The BA will describe the habitats within and adjacent to the project site, including sensitive habitats included on the CNDDB list of sensitive or other regulated habitat types. Impacts to sensitive habitats within, and indirect impacts to sensitive habitats adjacent, to the project site will be assessed.

X The BA will identify any important wildlife corridors and address potential impacts resulting from the project. The BA will describe the potential physical connection of all the habitats within the project site, and the regional distribution and restriction of the existing habitats. Due to the presence of a natural drainage within the project site, development of the project may have indirect impacts on surrounding habitats and wildlife corridors (e.g., riparian corridors). The importance of wildlife corridors within the project site and potential indirect impacts to surrounding habitats and wildlife corridors will be described and evaluated, in accordance with CEQA, taking into account the existing and future development and easement within the adjacent Woodland Heights Subdivision. The BA will also identify any potential impacts to existing biological resources associated with the development of the project site, including public access, domestic pets, and fencing. The BA may find that these potential impacts require mitigation to establish acceptable long-term maintenance of the habitat remaining within the project site.

Land Use and Consistency with Plans & Policies

The project site is located in a rural area composed mainly of rolling hills supporting some grazing and rural residential development. The property, which is currently developed with three single-family residences and supporting structures and infrastructure, is surrounded by undeveloped lands to the west, north, and east, and a partially developed 19-lot subdivision (Woodland Heights) to the south. The land use section will address the project's consistency with applicable land use plans and policies. This section of the EIR will include the following:

- X Present the historical, present, and proposed uses on the project site and in the surrounding area.
- X Address the project's consistency with applicable land use plans, policies, and programs including those in the County's General Plan, North County Area Plan, County codes, and relevant agency guidelines (e.g., Monterey Bay Unified Air Pollution Control District Air Quality Management Plan and CEQA Guidelines, AMBAG regional studies, Central Coast Regional Water Quality Control Board Basin Plan).
- X Recommend mitigation measures for identified impacts, in order to make the project consistent with planning policies and more complementary to surrounding land uses, as necessary.

Population and Housing

- X Describe the existing population and housing characteristics of the County as a whole and North County in particular, and evaluate the effects of providing additional housing.
- X Describe the County's affordable housing program and the project's consistency with this program.
- X Describe the existing jobs/housing balance in the County, and the cumulative effect of developing additional residential uses.
- X Recommend mitigation measures for identified impacts, in order to make the project consistent with housing goals, if necessary.

Geology/Soils/Geotechnical Issues

The proposed development will occur within the Watsonville Lowlands region, between the cities of Prunedale and Salinas. The Watsonville Lowlands region is dominated by a relatively down-dropped basin filled with sediments of mid to late Quaternary age. The primary geologic hazards posed to the proposed development will likely be intense seismic shaking and erosion. There is a remote possibility that the property may also be affected by liquefaction (and the attendant processes of lateral spreading and settlement) and landsliding.

Geology: Hero, Kasunich & Associates (HKA) on the combination of geology, soils, and geotechnical issues related to the project site and project development.

HKA will prepare a geologic report for the LaTourette Subdivision project. The purpose of the geologic evaluation will be to: 1) perform a detailed site-specific engineering geology investigation for the proposed subdivision (the report will conform to the California Geological Survey Note #42 - Guidelines for Geologic/Seismic Reports); 2) provide recommendations for additional technical investigations, if warranted; 3) prepare a narrative description of the project geologic setting; and 4) evaluate potential project impacts and provide mitigation recommendations for potentially significant impacts with respect to geology.

The geologic evaluation will include:

- X discussion of the general geologic setting;
- X qualitative evaluation of existing geologic hazards, including ground stability, seismic shaking potential, soil liquefaction and lateral spreading hazard, and ground surface rupture hazard due to faulting, with an assessment of project impacts on land stability and proposed mitigation recommendations, as warranted;
- X erosion hazard, including potential project impacts and recommendations for mitigating project impacts, as needed, both during construction and following project completion; and
- X site drainage conditions and potential project impacts as they pertain to geologic processes, with mitigation recommendations;

Specific tasks associated with preparing the geologic evaluation include:

- X review of geology literature and maps relevant to the proposed project;
- X contacts with personnel from relevant regulatory agencies;
- X review of stereographic aerial photos of the project site;
- X field reconnaissance of the subject site;
- X analysis of the data, including a qualitative evaluation of existing ground stability, seismic shaking potential, including earthquake related ground effects such as soil liquefaction and lateral spreading, ground surface rupture hazard due to faulting, erosion hazard and erosion control recommendations;
- X preparation of a written report summarizing the geologic evaluation of the project, including: summary of the geologic setting of the project; identification of potential

geologic impacts from the project; discussion of mitigation measures; discussion and summary of potential geologic hazards and risks posed to the proposed development, including recommendations for prudent development guidelines.

The geologic scope does not include the following: responses to reviews of their reports (i.e., to reviews that may be carried out by local regulatory agencies or by other agencies/consultants); additional work that may be required subsequent to changes in the grading, foundation and improvement plans, including the geologist's further reviews of such amended plans; and observation and testing during construction.

Soils/Geotechnical Issues: Haro, Kasunich & Associates, Inc. (HKA) will prepare a feasibility level geotechnical study¹ for the project. As the project is in a conceptual design phase, HKA's objective is to develop a general overview of geotechnical and geologic conditions at the property, in order to delineate potential problem areas, identify possible project constraints, and develop a subsurface investigation work plan to address critical issues at future phases of the project. HKA will consult with their geologist to discuss their respective findings. These tasks will provide a general overview of geotechnical issues affecting the project site and will identify areas of specific study to be focused upon during future design phases of the project.

Specific tasks associated with preparing the feasibility level geotechnical study include:

- X HKA will acquire, review, and compile available, geotechnical information pertinent to the proposed subdivision, followed by visual field reconnaissance of the project site. On the basis of literature review and field observations HKA will develop preliminary concepts of general geotechnical issues affecting the proposed project;
- X A subsurface investigation will be limited to exploratory borings drilled at selected sites. HKA will retain a geotechnical-related drilling company to perform the necessary drilling operations to obtain soil data and selective soil samples. The scheduled drilling is 12 test borings drilled from 20 to 30 feet. In-situ testing and sampling will be performed at selective depths to establish basic soil characteristics. Soil profiles will be developed during drilling, and modified as required based on the laboratory index property test results. It is assumed that for this phase of the site investigation, test-boring sites will not be located in areas that require permitting from public agencies.
- X Selective samples will be used to determine qualitative soil characteristics. Moisture content, unit weight, Atterberg Limits, and grain size distribution of selective samples will be determined.
- X Data will be used to evaluate the geotechnical-related issues for the property. HKA will discuss qualitative geotechnical issues pertaining to subsurface conditions at the

¹ It is important to note that the scope of work for this investigation is intended to produce feasibility level conclusions and recommendations for the proposed development. It is not HKA's intent to provide specific design recommendations for the development at this stage of planning, such as is typically done at later phases (design-level studies).

specific drill sites, and in more general terms where the data is extrapolated and/or is based upon observations.

- X HKA will prepare a feasibility level geotechnical report presenting the factual information disclosed by the geotechnical exploration. The report will also address the geotechnical issues of engineering and construction significance to the proposed project. These topics will include: geologic hazards, description of the subsurface conditions where known, ground behavior and related construction difficulties, groundwater conditions, influence of geologic and geotechnical conditions on pre-design features, and recommendations for future phases of geologic and geotechnical investigations.

Traffic and Circulation

The transportation section of the EIR will be based on a traffic analysis that will be performed for the proposed subdivision by Hexagon Transportation Consultants, Inc. The traffic analysis will be prepared in accordance with the County's requirements and standards. The study will determine the traffic impacts of the proposed project on the highways, roadways, and intersections in the vicinity of the site. The key roads and intersections in the vicinity are:

- X U.S. 101
- X Pesante Road
- X King Road
- X Cross Road
- X U.S. 101/Pesante Road
- X Harrison Road/Russell Road

The following tasks will be performed by Hexagon as part of the traffic and circulation analysis.

- X The physical characteristics of the site and the surrounding roadway network will be reviewed to identify existing roadway cross-sections, pedestrian and bicycle facilities, intersection lane configurations, traffic control devices, and surrounding land uses.
- X Existing AM and PM peak-hour traffic volumes will be counted at the study intersections. Daily traffic counts will be obtained from Monterey County and Caltrans.
- X The existing traffic conditions on the roadways will be described. Traffic operations at the key intersections will be evaluated with the 2000 Highway Capacity Manual level of service methodology using current AM and PM peak-hour volumes. Monterey County level of service guidelines will be followed for all intersections.
- X A list of approved developments located in the study area will be obtained from Monterey County. Traffic volumes from approved developments will be added to the existing AM and PM peak-hour volumes to obtain traffic volumes for background conditions. The U.S. 101/SR 156 interchange currently is under construction. The background scenario will assume completion of the interchange. Traffic estimates at

completion will be obtained from Monterey County or Caltrans. Intersection level of service under background conditions will be evaluated using the HCM methodology.

- X New trips generated by the proposed project will be estimated using applicable vehicular trip generation rates.
- X The directional distribution of site-generated traffic will be forecast based on existing travel patterns, relative locations of complementary land uses in the area, and information from previous traffic studies conducted for developments in the area. The site-generated traffic will be added to the roadway network based on the directions of approach and departure.
- X Project-generated traffic will be added to background traffic volumes. Intersection and freeway levels of service under project conditions will be evaluated. The ability of the roads around the project site to accommodate additional traffic will be evaluated. Existing and proposed roadway cross-sections will be compared to County standards.
- X Traffic volumes will be factored up to the date of the proposed project opening and other proposed development will be added to calculate cumulative traffic conditions. Intersection levels of service will be calculated.
- X Based on the results of the level of service calculations and roadway analyses, impacts of the site-generated traffic will be identified and described. Recommendations will be formulated that identify the locations and types of improvements or modifications necessary to mitigate significant project impacts.

Air Quality

The air quality impacts will be addressed through an analysis to be conducted by DD&A's Air Quality Specialist, Alison Imamura. This section will:

- X Describe the existing local atmospheric conditions relative to climate and air pollution, historical air quality data for the vicinity, and sources of air pollution in the area. Identify sensitive receptors (i.e., residences) in the project area
- X Discuss the relevant regulatory provisions, criteria, and applicable thresholds of the Monterey Bay Unified Air Pollution Control District (MBUAPCD) and state and federal ambient air quality standards.
- X Discuss short-term air quality impacts during construction resulting from dust and exhaust emissions from equipment and vehicles.
- X Include an air quality analysis (using the most recent available versions of CALINE and URBEMIS models) in accordance with guidelines established by the MBUAPCD to determine whether project emissions could exceed District standards in the short term or long term. Project review for consistency with the Air Quality Management Plan will be also conducted.

- X Describe the project's conformance with applicable air quality standards, and provide mitigation for any significant impacts.

Noise

The project site is located in a relatively remote area, where the only source of noise is from traffic generated on nearby streets. Both the short-term and long-term noise impacts of the project will be evaluated in the EIR, based on a noise analysis prepared by Illingworth & Rodkin, Inc. This section will include the following:

- X Describe the existing noise conditions on the site and surrounding area based on field noise measurements. These measurements would establish the baseline noise environment used to determine noise impacts.
- X Summarize the applicable noise standards and policies in the Monterey County General Plan (Section 22) and the County Noise Ordinance (County Code Title 10.6).
- X Assess noise impacts, based on the measured noise data and future traffic projections. This data will be used to assess the potential noise impacts resulting from project-generated traffic noise or construction noise at existing residences adjacent to the project site. Future noise levels will be compared against County guidelines and standards and appropriate CEQA significance criteria.
- X Identify noise impacts during construction activities that could adversely affect nearby sensitive land uses and/or violate applicable standards or ordinances.
- X Identify mitigation, such as barriers or other attenuation measures, for significant noise impacts.

Visual/Aesthetics

Natural hillside and rural residential uses characterize the site and surrounding area. The EIR will describe the existing visual setting of the project area in terms of physical attributes, aesthetics, vista, glare, and nighttime lighting levels. Photographs of the existing site will accompany the text. The EIR will analyze the potential visual impacts from project grading, tree removal, and the introduction of 19 homes onto a presently largely undeveloped site. The EIR will recommend mitigation measures to reduce visual/aesthetic impacts to a less-than-significant level, such as appropriate site layout, landscaping, and design features.

Utilities & Public Services

The EIR will describe public services and utilities serving the existing site, in accordance with the requirements in the RFP. The EIR will quantify the increase in demand and availability of public services, including police protection, fire protection, emergency medical services, roadway maintenance, solid waste disposal, schools, and park and recreation facilities. This section will also address utilities and energy. The EIR will evaluate the ability of existing services and utilities to serve the project, focusing on

potential constraints. Mitigation will be identified for any significant impacts on public services and utilities. As described above, a detailed evaluation of water supply and wastewater disposal will be provided.

Forestry Report (within the Biological Resources section)

Stephen Staub, as a contract employee of DD&A will prepare the analysis for forestry and tree resources in the EIR. Staub has reviewed the RFP with specific reference to sections 8 & 9, which cover Plant/Animal Life and detail tree and forestry related items. There is some confusion in the document as to whether a Forest Management Plan (FMP) or a Forester's Assessment and Recommendation is to be prepared, but the content is largely the same and will require comparable tasks and documentation. The following tasks are proposed to provide the information described in the RFP:

- X Characterize forest inventory using sample plots across the range of forest conditions on the site. A summary table will be prepared with estimates of numbers of trees by species and diameter class. Observations of tree conditions and health, including Sudden Oak Death, will also be made.
- X Review relevant site documentation and design including project maps, grading plans, vegetation mapping, soils reports, biological reports, and relevant County codes and fire protection standards.
- X Prepare FMP or Forester's Assessment and Recommendation as required. Contents will include addressing all items enumerated in the RFP.

Cumulative Impacts

In accordance with CEQA requirements, the EIR will analyze potentially significant cumulative impacts anticipated from development of the project combined with projects that are proposed, planned, and/or underway within the County and vicinity. The analysis will be based on a list of proposed or anticipated projects in the area, to be provided by the County. Cumulative effects may be present in the areas of traffic, water supply, water quality, and biological impacts.

Alternatives

In accordance with CEQA, the EIR needs to address a reasonable range of alternatives to the project that could feasibly meet the project objectives and potentially avoid or lessen any significant environmental impacts associated with the project. DD&A will consult with County staff to determine up to three (3) feasible alternatives.

The No Project alternative, a smaller project, an alternate site design, and possibly alternate site locations will be considered. All alternatives will be discussed both quantitatively and qualitatively in terms of their impacts and their effectiveness in addressing identified potentially significant and significant unavoidable adverse project impacts. This section will identify and discuss the project deemed to be the *environmentally superior alternative* per the requirements of CEQA Guidelines Section

15126.6(e)(2). This evaluation will be based on a comparative analysis of the feasible alternatives.

Other CEQA and County-required Sections

The major environmental issues to be addressed in the EIR are described and highlighted above. The EIR will also address and include other CEQA and County-required issues and sections, as follows:

- X Growth-Inducing Impacts
- X Significant Unavoidable Impacts
- X Significant Irreversible Effects
- X Beneficial Effects
- X References
- X EIR Authors & Consultants

Draft Mitigation Monitoring and/or Reporting Program

DD&A will prepare a draft Mitigation Monitoring and/or Reporting Program (MMRP) in accordance with CEQA and the County's established provisions. The MMRP will identify the impact addressed, compliance or monitoring actions to be performed, responsible party for compliance, timing, and verification, in accordance with County guidelines on form and content. The draft MMRP will be included in the EIR for public review, per County guidelines.

Task 3. Prepare Draft EIR

After the County's review of the ADEIR (a minimum of 30 days as requested in the RFP), DD&A will revise the EIR based on the County's comments. DD&A will submit one screen-check Draft EIR document to the County for a final review. Upon County approval, DD&A will submit 50 copies of the Draft EIR (including appendices), along with one electronic copy in Microsoft Word format, to the County for public distribution. *This scope assumes one round of revisions of the ADEIR by DD&A and one minor screen-check revision.*

Meetings. This task includes two meetings to review comments on the Administrative and/or Screen-Check Draft EIR.

Task 4. Prepare Final EIR

Following the 45-day public and agency review period, DD&A will meet with the County to review the comments received on the Draft EIR and discuss strategies for preparing responses. DD&A will prepare an Administrative Amendment to the Draft EIR, containing the following:

- X List of individuals and agencies commenting on the Draft EIR
- X Copies of letters received on the Draft EIR
- X Written responses to comments received on the Draft EIR
- X Minor revisions to the EIR text (as necessary)
- X Final Mitigation Monitoring and/or Reporting Program

DD&A will submit 10 copies of this Administrative Amendment to the County for review (for a minimum of 30 days as requested in the RFP). The document will then be revised per the County's comments and 50 copies, along with one electronic copy (in Microsoft Word format), will be delivered to the County. This Amendment, in conjunction with the Draft EIR, will constitute the Final EIR.

Meetings. This task includes two (2) meetings to County staff, agency and public review comments on the DEIR and/or FEIR.

[This "Scope of Work and Payment Provisions" assumes a specific amount of DD&A planning staff time for responding to comments that is considered moderate for this area, as shown in the attached budget. DD&A reserves the right to review the public comments when available and submit a request for additional compensation should additional issues arise outside of the scope of work requiring additional technical response or should the anticipated number of comments or work required to complete the responses exceed that estimated.]

Task 5. Certification of the EIR (Meeting Attendance)

Meetings (only). This task includes the remaining three (3) meetings/hearings. These include: one Subdivision Committee hearing, one Planning Commission hearing, and one Board of Supervisors hearing. This scope does not include the attendance of any of the subconsultant team members at any meetings, with the exception of site visits and two meetings by Hexagon. Questa will attend up to three meetings throughout the project. Any request for attendance by DD&A staff or subconsultants at additional meetings would be out-of-scope and would require a contract amendment. This task does not include assistance with staff reports, resolutions, findings or other noticing or presentation material for any hearings.

II. PAYMENT PROVISIONS AND BUDGET

A. Payment Provisions

Invoices for services performed under the AGREEMENT may be submitted monthly (by the tenth day of the month), but not more often than once monthly, and shall include the following:

Invoice Coversheet

Denise Duffy & Associates, Inc.
LaTourette Subdivision EIR

Contract Term: *May 3, 2004 to June 30, 2005*

Contract Amount: \$ 280,101.00

\$243,566.00 Base Budget

\$36,535.00 Project Contingency

Invoice Date: _____

Invoice Amount : \$ _____

•	Project Initiation	\$10,225.00
•	Meetings associated with Project Initiation	\$3,480.00
•	Spring Botanical Survey	\$4,425.00
•	ADEIR	\$41,420.00
•	Hydrogeology & Groundwater Quality ¹	\$30,954.00
•	Surface Water Hydrology & Water Quality ¹	\$12,516.00
•	Drainage ¹	\$6,290.00
•	Wastewater Treatment & Disposal ¹	\$27,998.00
•	Water Supply ¹	\$11,048.00
•	Meetings ¹ (3)	\$2,880.00
•	Biological Assessment	\$7,250.00
•	Scoping and Response to Comments ¹	\$6,500.00
•	Geology ²	\$5,535.00
•	Soils/Geotechnical ²	\$17,045.00
•	Forestry	\$10,680.00
•	Traffic ³	\$12,100.00
•	Noise ⁴	\$4,500.00
•	Meetings (3)	\$3,900.00
•	DEIR	\$9,200.00
•	Meetings (2)	\$840.00
•	FEIR	\$11,800.00
•	Meetings (2)	\$840.00
•	Certification of EIR - Hearings (3)	\$2,140.00
•	1. <i>Questa</i> . 2. <i>Haro Kasunich</i> . 3. <i>Hexagon</i> . 4. <i>Illingworth & Rodkin</i> .	

Approved as to Work:

Luis Osorio, Project Planner

 (date)

Approved for Payment:

Jean Getchell, Contract Administrator

 (date)

Invoices are to be sent to:
 Jean Getchell, Contract Administrator
 Monterey County Planning and Building Inspection Department
 2620 First Avenue, Marina, CA 93933

III. TRANSFER FROM PROJECT CONTINGENCY

Transfer of funding from the Project Contingency Account (total Project Contingency of \$36,535.00) requires the prior written approval of the Director of the Monterey County Planning and Building Inspection Department, and the Project Applicant.

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the Project Planner, with a duplicate original delivered to the Contract Administrator, at the earliest possible date. The recommendation shall include:

The dollar amount;

The anticipated date the funded work would begin;

The duration of the work;

The entity (CONTRACTOR or subconsultant) to whom the funds would be transferred / allocated; and

The justification for the expenditure.

Within five working days of receipt of the recommendation, the Project Planner and Contract Administrator shall have contacted CONTRACTOR to discuss its recommendation and shall have made a recommendation to the Director of the Monterey County Planning and Building Inspection Department, or in his absence, the Chief Assistant Director. Within ten working days thereafter, the Director of the Monterey County Planning and Building Inspection Department or the Chief Assistant Director will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and the Contract Administrator will forward the decision in writing to the Project Applicant and CONTRACTOR.

Unless denied by the Director or Chief Assistant Director of Planning and Building Inspection Department, the Contract Administrator shall ask the Project Applicant to make a decision within five working days regarding the recommended transfer from the Project Contingency. If necessary, reasonable efforts will be made to reach a compromise.

Upon receipt of the Project Applicant's written approval and funding in the amount requested, the Contract Administrator shall process the funding transfer and authorize the associated work. At the same time, a letter authorizing the work funded by the approved transfer shall be sent to CONTRACTOR.

IV. SCHEDULE

The following is a schedule for the La Tourette Subdivision EIR. The schedule is based on the assumptions following the schedule. Deviation from these assumptions may require an adjustment to the project schedule. Please note that the EIR schedule does not account for unanticipated delays outside DD&A's control. These delays include failure to receive all project-related information in a timely manner, delays in administrative reviews by the County, continuances of public hearings, or similar events.

Deliverable	Task	Estimated Timeframe
A. Project Initiation/Scope of Work Revisions	1. Project Initiation/Scope Revisions	6/15/2004
B. Preparation Administrative Draft EIR	2. Administrative Draft EIR	9/9/2004
C. Delivery of Draft EIR	3. Prepare Draft EIR	11/4/2004
D. Delivery of Final EIR	4. Final EIR	2/17/2005
E. Certification of EIR	5. Meeting Attendance	Mar. 2005

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

Agreement No.: A-10578

- a. Approve a Professional Services Agreement with Denise Duffy & Associates, Inc. to provide a legally certifiable Environmental Impact Report (EIR) for the Jeffrey and Monica LaTourette Subdivision (PLN020090) not to exceed \$209,904, plus a \$31,491 contingency fee, for a total of \$241,431; and)
- b. Approve a Funding Agreement No. 2 in the amount of \$314,910 with Jeffrey and Monica LaTourette to reimburse Denise Duffy & Associates, Inc. to provide a legally certifiable EIR for the Jeffrey and Monica LaTourette Subdivision; and)
- c. Authorize the Interim Director of Planning to execute the Professional Services Agreement and Funding Agreement No. 2 and future amendments that do not significantly alter the scope of work or change the approved agreement amounts.....)

Upon motion of Supervisor Potter, seconded by Supervisor Armenta, and carried by those members present, the Board hereby:

- a. Approves a Professional Services Agreement with Denise Duffy & Associates, Inc. to provide a legally certifiable Environmental Impact Report (EIR) for the Jeffrey and Monica LaTourette Subdivision (PLN020090) not to exceed \$209,940 plus a \$31,491 contingency fee, for a total of \$241,431; and
- b. Approves a Funding Agreement No. 2 in the amount of \$314,910 with Jeffrey and Monica LaTourette to reimburse Denise Duffy & Associates, Inc. to provide a legally certifiable EIR for the Jeffrey and Monica LaTourette Subdivision; and
- c. Authorizes the Interim Director of Planning to execute the Professional Services Agreement and Funding Agreement No. 2 and future amendments that do not significantly alter the scope of work or change the approved agreement amounts.

PASSED AND ADOPTED on this 15th day of August 2006, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Lindley, Potter, and Smith
 NOES: None
 ABSENT: None

I, Lew C. Bauman, 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 73, on August 15, 2006

Dated: August 15, 2006

Lew C. Bauman, Clerk of the Board of Supervisors, County of Monterey, State of California.

By [Signature]
Darlene Drain, Deputy

FUNDING AGREEMENT No. 2
for
JEFFREY AND MONICA LATOURETTE SUBDIVISION
ENVIRONMENTAL IMPACT REPORT

THIS FUNDING AGREEMENT No. 2, hereinafter "AGREEMENT" or "FUNDING AGREEMENT No. 2", is entered into this 15TH day of August, 2006, by and between the County of Monterey, a political subdivision of the State of California, hereinafter, "COUNTY", and Jeffrey and Monica LaTourette, husband and wife, hereinafter, "PROJECT APPLICANTS", with reference to the following facts and circumstances:

RECITALS

A. PROJECT APPLICANTS have applied to COUNTY for approval of various development permits for the Jeffrey and Monica LaTourette Subdivision Environmental Impact Report, referred to herein as "THE PROJECT". THE PROJECT seeks all necessary COUNTY permits, approvals, and environmental review.

B. Due to the magnitude and complexity of THE PROJECT, the Interim Director of the Planning Department of COUNTY, hereinafter, "INTERIM DIRECTOR", and PROJECT APPLICANTS have agreed that it is necessary and desirable that COUNTY engage Denise Duffy & Associates, Inc., hereinafter, "CONTRACTOR", to provide continued services in preparation of an environmental impact report (EIR), attend public hearings and meetings on THE PROJECT, and perform related work. CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement between COUNTY and CONTRACTOR, attached to this AGREEMENT as Exhibit "1," and incorporated herein by reference as if fully set forth. COUNTY shall manage THE PROJECT work performed by CONTRACTOR.

C. COUNTY and PROJECT APPLICANTS hereby agree that COUNTY shall engage CONTRACTOR to provide the services set forth in Exhibit "1" of this AGREEMENT.

D. A fundamental premise of this AGREEMENT is that nothing herein is to be construed as a representation, promise, or commitment on the part of COUNTY to give special treatment to, or exercise its discretion favorably for THE PROJECT, in exchange for PROJECT APPLICANTS' obligation to cover COUNTY'S cost of retaining CONTRACTOR and providing COUNTY staff to work on the EIR.

E. COUNTY and PROJECT APPLICANTS 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.

Funding Agreement No. 2
Jeffrey and Monica LaTourette Subdivision
Environmental Impact Report

F. COUNTY and PROJECT APPLICANTS acknowledge that a balance of \$257,521.00 has been deposited by PROJECT APPLICANT and remains on deposit with COUNTY pursuant to the FUNDING AGREEMENT for the Jeffrey and Monica LaTourette Subdivision Proposal, Environmental Impact Report, entered into between the COUNTY and PROJECT APPLICANTS on June 8, 2004, pursuant to Agreement No. A-09817 on file with the Clerk to the Board of Supervisors, County of Monterey, hereinafter, "FUNDING AGREEMENT NO. 1".

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, PROJECT APPLICANT AND COUNTY AGREE AS FOLLOWS:

1. Deposit to Fund Professional Services Agreement and COUNTY Surcharge

a. PROJECT APPLICANTS shall deposit an amount equal to the base amount of the Professional Services Agreement between COUNTY and CONTRACTOR for preparation of the EIR, and the County Surcharge. This totals \$257,521.00 and includes:

\$190,756.00 Base Amount of Professional Services Agreement with CONTRACTOR; and

\$66,765.00 County Surcharge.

PROJECT APPLICANTS shall deposit \$257,521.00 with COUNTY Planning Department prior to August 15, 2006.

PROJECT APPLICANTS' deposit of \$257,521.00 with COUNTY shall be a condition precedent to COUNTY'S obligations under this AGREEMENT.

PROJECT APPLICANTS and COUNTY understand and agree that PROJECT APPLICANTS have a remaining balance of \$257,521.00 on deposit with COUNTY per FUNDING AGREEMENT No. 1.

PROJECT APPLICANTS and COUNTY understand and agree that PROJECT APPLICANTS are entitled to and shall receive credit for the remaining balance of \$257,521.00 on deposit with COUNTY per FUNDING AGREEMENT No. 1 and that the amount of \$257,521.00 shall be credited to PROJECT APPLICANTS for this FUNDING AGREEMENT No. 2.

b. PROJECT APPLICANTS shall make a second deposit in the amount equal to \$19,184.00 of the additional base amount of the Professional Services Agreement between COUNTY and CONTRACTOR for completion of the EIR, and in an amount equal to \$6,714.00 of the additional amount of the County Surcharge. This totals \$25,898.00 and includes:

\$19,184.00 Base Amount of the Professional Services Agreement with CONTRACTOR; and

\$6,714.00 County Surcharge,

PROJECT APPLICANTS shall deposit \$25,898.00 with COUNTY Planning Department on August 15, 2006.

PROJECT APPLICANTS' deposit of \$25,898.00 with COUNTY shall be a condition precedent to COUNTY'S obligations under this AGREEMENT.

2. Fifteen Percent (15%) Project Contingency

An additional fifteen percent shall be included in the Professional Services Agreement between COUNTY and CONTRACTOR to cover contingencies. This 15% Project Contingency totals \$31,491.00, and is subject to the procedures in *Transfer from Project Contingency Account* specified in Section III of Exhibit "A" of the Professional Services Agreement between COUNTY and CONTRACTOR, included in Exhibit "1", and incorporated herein by reference.

3. Maximum Budget Under AGREEMENT

The maximum which may be charged PROJECT APPLICANTS under this AGREEMENT is \$314,910.00.

CONTRACTOR'S base budget:	\$209,940.00
County Surcharge:	\$ 73,479.00
Project Contingency:	\$ 31,491.00
Maximum Charge under AGREEMENT:	\$314,910.00

Credit for funds on deposit with County per Funding Agreement No. 1: (\$257,521.00)

4. Engagement of CONTRACTOR.

COUNTY shall engage CONTRACTOR in accordance with the contract between COUNTY and CONTRACTOR dated August 15, 2006. CONTRACTOR shall be responsible only to COUNTY, and nothing in this AGREEMENT imposes any obligation on COUNTY or CONTRACTOR to PROJECT APPLICANTS other than to

devote the time and attention to preparing a legally adequate environmental impact report for THE PROJECT and related work. COUNTY shall provide direction and guidance to CONTRACTOR. CONTRACTOR's contact(s) with PROJECT APPLICANTS shall only be through COUNTY; and PROJECT APPLICANTS, its agents, employees, consultants, representatives or partners shall not contact CONTRACTOR directly in any manner unless at a public hearing, meeting, or workshop.

5. Payment(s) to CONTRACTOR and COUNTY.

a. CONTRACTOR

CONTRACTOR'S invoices shall be paid from funds deposited by PROJECT APPLICANTS; and shall be paid in accordance with the terms of Section II of Exhibit "A" of the Professional Services Agreement with CONTRACTOR, included in Exhibit "1" of this AGREEMENT. Should AGREEMENT be terminated prior to June 30, 2007, any unearned balance of the \$209,940.00 deposited by PROJECT APPLICANTS to fund the base contract of CONTRACTOR shall be returned to PROJECT APPLICANTS within sixty days of receipt of notice of termination by COUNTY.

b. County Surcharge

A maximum County surcharge of thirty-five percent (35%) shall apply to this AGREEMENT (35% of CONTRACTOR'S base budget). This covers the EIR Consultant selection process, COUNTY project management and contract administration.

This surcharge is non-refundable and shall be distributed to the following County departments upon execution of this AGREEMENT:

Planning and Building Inspection:	30%
Public Works:	5%

c. Project Contingency

An additional fifteen percent (15%) covers potential contingencies, and transfer of any Project Contingency funds into the base budget shall require the approval of both COUNTY and PROJECT APPLICANTS, pursuant to Section III of Exhibit "A" of the Professional Services Agreement between CONTRACTOR and COUNTY, included herein as Exhibit "1". Within five (5) working days of receipt of a request from COUNTY, PROJECT APPLICANTS shall approve or disapprove the Request for Transfer from Project Contingency and, if approved, at the same time submit a check to the COUNTY for the amount requested.

If PROJECT APPLICANTS take more than five working days to respond to a Request for Transfer from Project Contingency, additional costs may accrue to CONTRACTOR, which may result in another Request for Transfer from Project Contingency.

6. Relationship to Other Charges

PROJECT APPLICANTS and COUNTY agree that the expenditures associated with this AGREEMENT are in addition to the standard development application fees approved by COUNTY.

7. No Promise or Representation.

PROJECT APPLICANTS and COUNTY agree that nothing in AGREEMENT is to be construed as a representation, promise, or commitment on the part of COUNTY to give special treatment to, or exercise its discretion favorably for THE PROJECT, it being understood that PROJECT APPLICANTS' funding obligation under AGREEMENT is undertaken without regard to COUNTY'S actions regarding THE PROJECT.

8. Term.

AGREEMENT shall become effective August 15, 2006 and continue through June 30, 2007, unless terminated pursuant to Paragraph 9 of AGREEMENT.

9. Termination.

AGREEMENT shall terminate on June 30, 2007, but may be terminated earlier by PROJECT APPLICANTS or COUNTY, by giving thirty (30) days' written notice to the other.

10. Entire Agreement.

AGREEMENT and its attachments constitute the entire agreement between the PROJECT APPLICANTS and COUNTY respecting the matters set forth herein. COUNTY and PROJECT APPLICANTS 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 PROJECT APPLICANTS and COUNTY that 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 COUNTY nor PROJECT APPLICANTS 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 COUNTY and PROJECT APPLICANTS.

14. Contracting Officer.

The contracting officer of COUNTY, and the only entity authorized by law to make or amend AGREEMENT on behalf of COUNTY, is the Monterey County Board of Supervisors.

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 AGREEMENT shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each part has reviewed and revised 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.

18. Conflict with Professional Services Agreement between CONTRACTOR and COUNTY.

In the event of a conflict between the provisions of AGREEMENT and the Professional Services Agreement between COUNTY and CONTRACTOR, the provisions of this AGREEMENT shall govern.

19. 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.

20. Indemnification.

PROJECT APPLICANTS agrees to defend, indemnify and hold 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.

21. Notices.

Notice to the parties in connection with AGREEMENT shall be given personally or by regular mail addressed as follows:

TO COUNTY: Mike Novo, AICP
Interim Director of Planning
County of Monterey
Planning Department
168 W. Alisal Street, Second Floor
Salinas, CA 93901

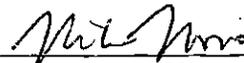
PROJECT APPLICANT: Jeffrey and Monica LaTourette
c/o Lombardo & Gilles
P.O. Box 2119
Salinas, CA 93902-2119

AND Lombardo & Gilles
APPLICANT'S P.O. Box 2119
ATTORNEY Salinas, CA 93902-2119

Notice shall be deemed effective at the time of personal delivery or seventy-two (72) hours after mailing by certified mail, return receipt requested.

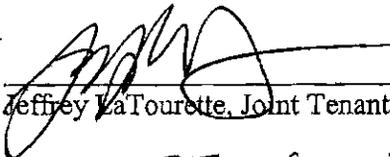
IN WITNESS WHEREOF, PROJECT APPLICANTS and COUNTY have executed AGREEMENT to be effective on the date first above written.

THE COUNTY OF MONTEREY

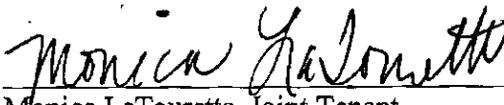
By: 
Mike Novo, AICP
Interim Director of Planning

Date: 8/22/06

PROJECT APPLICANTS

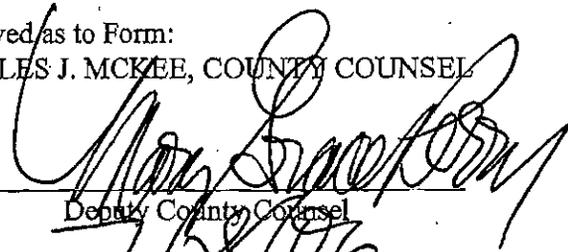
By: 
Jeffrey LaTourette, Joint Tenant

Date: 7-27-06

By: 
Monica LaTourette, Joint Tenant

Date: 7-27-06

Approved as to Form:
CHARLES J. MCKEE, COUNTY COUNSEL

By: 
Deputy County Counsel

Date: 7/28/06

EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**PACIFIC MUNICIPAL CONSULTANTS
AND THE COUNTY OF MONTEREY
FOR THE**

LATOURETTE SUBDIVISION EIR

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$25,000)*

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Denise Duffy & Associates, Inc. (hereinafter "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 completion of a legally certifiable Environmental Impact Report (EIR) for the LaTourette Subdivision and associated work as described in Exhibit A.
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 241,431.00.
3. **TERM OF AGREEMENT.** The term of this Agreement is from August 15, 2006 to June 30, 2007, 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.

*Approved by County Board of Supervisors on _____

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 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 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 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 County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **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. INSURANCE.

9.01. 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, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

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

Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance 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. 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. **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, 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, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of 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. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
<u>Dalia M. Mariscal, Management Analyst II</u> Name and Title	<u>Denise Duffy, President</u> Name and Title
County of Monterey Resource Management Agency 168 W. Alisal Street, 2 nd Floor Salinas, CA 93901 <hr/> Address	Denise Duffy & Associates, Inc. 947 Cass Street, Suite 5 Monterey, CA 93940 <hr/> Address
<u>831.755.8966</u> Phone	<u>831.373.4341</u> Phone

15. **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 professional 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 space is left blank, intentionally.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Manager

Date: _____

By: Neil Muro
Department Head (if applicable)

Date: 8/22/06

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form

By: [Signature]
County Counsel

Date: 7/28/06

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 7-31-06

Approved as to Liability Provisions
RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: _____
Risk Management¹

Date: [Signature]
Date: 8/15/06

County Board of Supervisors' Agreement Number: _____

Denise Duffy & Associates, Inc.
Contractor's Business Name*

By: Denise Duffy
(Signature of Chair, President, or
Vice-President)*

Denise Duffy, President
Name and Title

Date: 7/27/06

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

Denise Duffy, Secretary
Name and Title

Date: 7/27/06

*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 Risk Management is necessary only if changes are made in paragraph 8 or 9.

I. TASK DESCRIPTION

INTRODUCTION

The DD&A team will work closely with the County to provide a thorough and objective EIR. This will be achieved through a combination of agency coordination, responsive project management, and high performance standards. The EIR analysis will utilize existing data as a baseline, supplemented by project-specific technical studies. DD&A will conduct detailed evaluations of the primary issues associated with the project, and prepare an EIR for the subdivision in accordance with CEQA, County requirements, and professional standards. The EIR will evaluate all potential impacts, including cumulative impacts, and present feasible mitigation measures to reduce or eliminate these impacts where possible. Alternatives will be discussed that will avoid or reduce significant environmental impacts in conformance with CEQA. A detailed description of the methodology to be used to prepare this EIR is included in the scope of work presented below. To prepare the technical studies, the applicants shall submit a tree survey of the site prepared by their surveyor / civil engineer.

PROJECT UNDERSTANDING

The proposed La Tourette Subdivision project is located in a rural area of Monterey County known as the Prunedale Hills. It is located north of the Pesante Road/King Road intersection, approximately two miles east of Highway 101. The project area is composed mainly of rolling hills supporting some grazing and rural residential development. The property, which is currently developed with three single-family residences and supporting structures and infrastructure, is surrounded by undeveloped lands to the west, north, and east, and a partially developed 19-lot subdivision (Woodland Heights) to the south.

The project proposes a standard subdivision Vesting Tentative Map for the division of an approximately 47.8-acre parcel (APN 125-101-016) into 19 lots ranging in size from 1.8 to 11 acres. The project also includes grading (approximately 5,400 cubic yards) for construction of an access road. From King Road, there are two possible alternatives to access the site: through the extension of the existing main road in the Woodland Heights subdivision to the site or through the construction of a new access road off King Road in the southeast corner of the site. Environmental impacts of construction and use of both access roads will be analyzed in the EIR. The current zoning is Low Density Residential (2.5 acres/unit).

The project proposes the expansion of the existing Woodland Heights Mutual Water Company to provide water to the subdivision. However, according to Laura Lawrence from the County Health Department, that system does not have enough water to serve the lots already created in the adjacent Woodland Heights subdivision or the lots from the Gloria Willis subdivision. Also, that water system is still in the process of installing an iron and manganese treatment system. According to Ms. Lawrence, another well might

need to be installed to provide enough capacity. In addition, Ms. Lawrence stated that the LaTourette subdivision will not be "provided" water through the Salinas Valley Water Project (SVWP) and that the SVWP will be utilizing water from the Salinas River for irrigation purposes only. The potential for indirect benefits, if any, to the groundwater resources utilized by Woodland Heights Mutual Water Company will be summarized using existing information and consultation with the Monterey County Water Resources Agency (MCWRA)

The issue of paramount concern in the project area is clearly water and the interconnectedness of water-related issues (water supply, groundwater/hydrogeology, water quality, surface hydrology, drainage, and wastewater disposal). In recognizing this, DD&A selected a subconsultant that is not only familiar with the North County area and is currently working with the County on the Carlsen Estates project, but that would also bring a fresh and comprehensive approach to analyzing all water-related issues for the LaTourette Subdivision project. As can be seen in their scopes of work for each of these issues below, Questa Engineering Corporation invested significant effort in developing an understanding of the project-specific water-related issues and the County's requirements and in crafting a detailed methodology for addressing those issues to facilitate review by the Health Department and the defensibility of the EIR analysis. With the combination of DD&A possessing extensive storm water, water supply and wastewater planning experience, and Questa Engineers, the County would have the resources available to receive an EIR document that meets the needs of the County, the public and the regulatory agencies for accurate, concise and thorough disclosure of the key issues of concern.

SCOPE OF WORK

Task 1. Project Initiation, Scope of Work Revisions

This task includes initial review of the project and early consultation with the County and other responsible or interested agencies (as identified in the RFP). This task includes three rounds of submittal and review of a revised scope of work. DD&A will coordinate with County Planning staff to collect and review project and relevant site and background information, identify critical milestones, finalize the schedule, and determine appropriate paths of communication. This task also includes field visits and site reviews by specific technical team members. This scope does not include completion of the Notice of Preparation (NOP), which will be prepared by the County.

Meetings. This task also includes three (3) of the ten (10) total meetings requested in the RFP, specifically, two scope of work meetings, and one "kick-off" / site meeting with all team members and County staff. In addition, this scope of work in its entirety, includes the following meetings: thirteen (13) for DD&A staff and three for Questa Engineers.

Task 2. Prepare Administrative Draft EIR

Upon completion of Task I above and receipt of all comments on the Notice of Preparation, DD&A will prepare a detailed Administrative Draft EIR for the project, in accordance with the requirements of CEQA and the County of Monterey, including the County's EIR formatting guidelines and requirements. DD&A will submit ten (10) copies of the Administrative Draft EIR, and one electronic copy in Microsoft Word format to the County for review and comment.

Meetings. This task includes three (3) meetings/hearings. These include: a progress meeting during preparation of the ADEIR, a consultation meeting with County Counsel, and a meeting to address County comments on the ADEIR.

Topical Section Scopes of Work and Contents. At a minimum, the EIR will contain all the components described below.

Summary

A summary section will be included in the EIR to briefly describe the project and include a listing of all potential impacts and recommended mitigation measures. The summary will also identify areas of controversy and project alternatives evaluated in the EIR. Potential impacts will be identified as follows: *Significant Unavoidable Impacts*, *Significant Impacts That Can Be Mitigated to a Less-Than-Significant Level*, and *Less-than-Significant Impacts*. The summary will also include all initial comments received in response to the NOP regarding the preparation of the Draft EIR and the project. Subsequently, the summary will describe how these comments were addressed in the EIR by reference to the section or topic.

Project Description

The EIR will provide a detailed description of the proposed project based on information provided by the County and the project applicant. The project description will include the regional, vicinity and site location, project objectives, existing site characteristics, and relevant site and vicinity history. This section will illustrate with plans, photographs, and other graphics, aspects of the project including the following: 1) grading and engineering characteristics; 2) infrastructure improvements; 3) landscaping and design features; and 4) map showing adjacent Woodland Heights subdivision (to the extent these types of information are available when the EIR is being prepared). The project description will also identify intended uses of the EIR.

Environmental Setting, Impacts, and Mitigation Measures

The EIR will include a discussion of existing conditions at appropriate geographical levels in accordance with the issues being addressed. The EIR will identify environmental impacts of the project using significance criteria (i.e., thresholds of significance) to determine the level of impact for each identified issue. The project impact section will present potentially significant impacts, and identify mitigation that

EXHIBIT 2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

avoids or reduces impacts to a less-than-significant level where possible. The EIR will analyze and address the following issue areas:

1: Hydrogeology and Groundwater Quality

The hydrogeology and groundwater quality analysis will be completed by Questa and will incorporate the following approach:

- X The background data review for the hydrogeology section will include a review of:
- Groundwater studies prepared by or for the County (i.e., studies available from the Monterey County Water Resources Agency, and the County Environmental Health Division);
 - The Central Coast Regional Water Quality Control Board *Basin Plan* will be reviewed for beneficial uses and groundwater quality objectives;
 - The Department of Water Resources Water Data Library for information on groundwater quality and well water levels in the project area; and
 - The USDA Soil Survey of Monterey County, and geologic and topographic maps of the project environs.
- A site review will be conducted to observe the property with respect to proposed subdivision plans and existing uses. Special focus will be given during the site visit to the observation of such factors as drainage patterns and features, topography, existing well locations, vegetation, soil and geologic exposures.
 - A Hydrogeologic Report for the project will be prepared to fulfill the requirements described in Monterey County Code Chapter 19.03.015(L)(3)(C). As noted in tasks described below, much of the information that is required in the Hydrogeologic Report will apply directly to the background setting and impact analyses for many of the water resources-related sections of the EIR (i.e., Hydrogeology and Groundwater Quality, Surface Water Hydrology and Water Quality, and Drainage). Items that will be completed as part of the Hydrogeologic Report, and then presented in pertinent sections of the EIR, have been marked with an asterisk (*) throughout this work scope.
 - Pertinent aspects of the hydrogeology and ground water quality will be reviewed and described, including a description of the aquifer and groundwater conditions. The following will be performed to complete the hydrogeology environmental and regulatory setting of the report:
 - A review and description of purpose, scope, and location of the proposed project as it relates to hydrogeology and groundwater quality;

EXHIBIT - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Historic rainfall and evapotranspiration data for the area will be quantified based upon climate data available for project vicinity. An isohyetal map and a discussion of any long-term fluctuations will be included; and *
- Applicable Federal, State, and Local regulations, including the Monterey County Water Conservation Ordinance, will be reviewed and described.
- The following will be performed to complete the impact analysis and discussion of hydrogeology and groundwater quality:
 - Significance criteria will be developed and described.
 - The potential regional source of water (Highlands South Aquifer) for the project will be described and how it may be supplied to the site (i.e., the Woodland Heights Mutual Water Company). The latter will include the specific potable water requirements for the project and how their use may affect the existing water systems in the area.
 - Information regarding Woodland Heights Mutual Water Company including the number of connections, annual/daily production, and required amendments to add new connections.
 - The Groundwater Resources for the project will be quantified and discussed to include the following:
 - Hydrogeologic environment will include aquifer identification and characterization, groundwater basin delineation, well yields and a characterization of soils; *
 - Groundwater levels and flow will include a discussion of groundwater levels, a groundwater contour map, and a discussion of any seasonal and/or long-term fluctuations. This section will also include a discussion of the proposed recharge areas and the amount of recharge will be quantified using monthly time-step water balance methodology. It will also consider potential impacts of pumping on neighboring wells based on information supplied by the applicant. (Note: If it is determined that new wells and/or significantly higher pumping rates are required to serve the project, additional work may be required); *
 - Groundwater in storage will be quantified by discussing the amount of groundwater in storage and the amount that can be recovered; and *
 - Groundwater quality will be discussed and any impacts on the groundwater by the proposed project will be discussed and mitigation measures listed. *
 - A qualitative discussion of the benefits, if any, that may occur to the groundwater resource conditions of the project will be provided based

EXHIBIT - SCOPE OF SERVICES/PAYMENT PROVISIONS

solely on existing information from MCWRA that describes groundwater conditions upon implementation of the Salinas Valley Water Project.

- An assessment of existing and proposed water usage will be provided. Based upon the project description water usage will be estimated and divided among landscaping, fire flow requirements and domestic use. Questa will estimate existing and proposed usage based upon County standards or flow records for other projects in the area. The source of the information and the method of calculations will be documented. *
- A monthly water balance for the proposed project will be calculated and described. Groundwater recharge will include ground water inflow plus the average annual precipitation, minus evapotranspiration, runoff or stream flow, and any supplemental recharge provided by the project (e.g., stormwater infiltration) and soil moisture demands. The net groundwater recharge, minus any existing demand and the proposed project water demand, equals the change in groundwater storage. *
- Any known water supply problems in the area that affect the proposed project will be described. Cumulative effects of future projects of similar size supplied by the same aquifer will also be described. This assumes a list of cumulative projects will be identified and provided by the County.
- Project consistency with the Monterey County Water Conservation Ordinance will be discussed.
- Based upon the description to be provided by the applicant, the method, type, and extent of wastewater disposal will be described (see also **Wastewater Treatment and Disposal** below).
- The quality and quantity of wastewater discharged by the proposed project will be described. Quantity figures will include both daily average and peak wastewater flows. Quality figures will include estimated nitrate concentrations, and all other constituents as determined by the Division of Environmental Health and the State Regional Water Quality Control Board. *
- All existing and future sources of nitrate loading within the study area will be identified and described. The potential for surface water contaminants to enter aquifers in the vicinity of the proposed development area will also be discussed. *
- A nitrate loading analysis for the proposed project will be performed and discussed. Based upon readily available information, the long-term nitrogen/nitrate balance of the impacted aquifer will be calculated using a chemical-water balance approach. The source of any nitrate contamination will be included along with the effect of the proposed project on the nitrate balance and the overall potability of the groundwater supply. The County

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Division of Environmental Health will be consulted for special concerns or requirements. *

- The average daily and peak nitrate-loading rate per acre for the existing and proposed project will be calculated and described. *
- The aquifer impacted by the wastewater and/or sewage discharge will be identified and discussed in terms of existing and future water balance both with and without the project.

Based upon the impact evaluation, mitigation measures will be recommended and described. If necessary, alternative project designs (i.e., reduced number of units) and locations will be identified to mitigate adverse project impacts. Recommendations concerning water conservation measures, including water reclamation and retention ponds, will also be explored. The potential for employing additional methods to enhance the percolation of stormwater as recharge for local groundwater supplies on the project site will also be considered as a mitigation measure, if the proposed recharge/percolation pond is not found to be sufficient.

At the request of Monterey County, the scope of work will include analysis of the adjacent, existing subdivision (Woodland Heights Subdivision) with respect to cumulative/conjunctive runoff and water balance mitigation measures. For this analysis, the two subdivisions will be examined as one "watershed area" to determine whether or not groundwater recharge requirements and peak runoff detention can potentially be achieved through shared (i.e., conjunctive use) recharge-retention facilities and by considering the water balance calculations as a cumulative issue for the two subdivisions taken as a whole. Maps, reports and other background materials for the existing/adjacent subdivision will be reviewed and hydrologic/water balance calculations will be made. A reconnaissance field survey will be made of the adjacent subdivision area; however, the scope of this analysis does not include any physical exploration or testing within the adjacent subdivision. Based on the results of this analysis, a recommendation will be made regarding the benefits or need for pursuing conjunctive water resource mitigation for the two subdivisions.

To ensure fire flows can be met, the North County Fire District will be contacted regarding fire flow requirements for the subdivision. Methods of treatment of drainage or sewage that will bring water quality to acceptable levels to re-enter aquifers will be identified and described. The Monterey County Health Department will be consulted to set and identify water quality standards for the project as part of the significance criteria development.

2: Surface Water Hydrology and Water Quality

The background data review for the surface water hydrology and water quality section of the report will include a review of:

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Existing surface water studies in the project vicinity, including the Salinas Valley Water Project Report, reports and/or data available for the Woodland Heights Mutual Water Company (e.g., *Drinking Water Source Assessment*), and surface water studies prepared by or for the County; *
- The Central Coast Regional Water Quality Control Board *Basin Plan* will be reviewed for beneficial uses and water quality objectives of project site or receiving water bodies;
- Drainage and project site information available from the "Vesting Tentative Map" prepared by Monterey County Surveyors, Inc.; and
- The USDA Soil Survey of Monterey County, and geologic and topographic maps of the project environs.

Pertinent aspects of the surface water hydrology and water quality will be reviewed and described, including a description of the existing watershed conditions, drainage patterns, and major tributary streams within or downstream of the property. The following will be performed to complete the surface hydrology and water quality setting of the report:

- A review and description of purpose, scope, and location of the proposed project as it relates to surface water hydrology and water quality;
- Historic rainfall and evapotranspiration data for the area will be quantified and described based upon climate data available for project vicinity. An isohyetal map and a discussion of any long-term fluctuations will be included; *
- Pertinent water quality background information from the review of existing surface water studies, and water quality data in the project area will be summarized; specifically, conclusions or recommendations from these studies will be highlighted;
- Floodplains in the project site and any aquifer recharge areas in the site and/or the project's vicinity will be identified. Floodplains will be identified based on current Federal Emergency Management Agency (FEMA) floodplain mapping available for the project area. However, based upon a preliminary search of the FEMA floodplain maps, the project site is not within a designated flood hazard area; and *
- Beneficial uses and water quality objectives identified in the *Basin Plan* for project site or receiving water bodies in the project vicinity will be summarized and described.

The following will be performed to complete the impact analysis and discussion of surface water hydrology and water quality:

- Significance criteria will be developed and described;

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- A map showing all watershed and drainage features will be provided and described. Any wetlands will be identified and the impacts of the proposed project on them will be discussed;
- Existing stream flow conditions for the project site will be quantified along with a discussion of the water quality. A discussion of the stormwater drainage caused by the proposed project's impervious surfaces and how it will be controlled will be included, including potential for recharge capacity. An analysis of the potential for the beneficial use of captured stormwater will be included. It is assumed that the applicant will provide an appropriately scaled base map and project plans in electronic format for use by Questa. The electronic map will be used to identify and measure existing and proposed impervious areas, to delineate and measure drainage areas and features, and for report graphics; and *
- Potential changes in surface runoff water quality resulting from development of the subdivision will be investigated and described. This will consider existing surface water quality conditions (to the extent that they are known), and likely changes in the type and amount of runoff pollutants associated with site development. Surface runoff management practices and design features planned for the project will be taken into account in this analysis. Surface runoff water quality effects are anticipated to be related to primarily erosion and sedimentation, but other effects from street runoff and residential development will also be considered.

Mitigations will be identified for hydrologic-surface runoff impacts determined to be significant under the proposed or alternative projects. Mitigations may include such measures as limitations on the scale of development, avoidance of critical watershed areas, design/management practices, stormwater detention, and implementation of water quality best management practices. Although the project does not appear to be in a flood hazard area, flood mitigation requirements will be identified, as appropriate.

3: Drainage

The background data review for the drainage section of the report will include a review of:

- Drainage and project site information available from the "Vesting Tentative Map" prepared by Monterey County Surveyors, Inc.; and
- County documents, files, and/or maps relevant to on- and off-site drainage infrastructure.

To complete the drainage environmental and regulatory section of the report, the existing (including any existing wetland areas) and proposed drainage system for the project site and downstream receiving waters will be described. The following will be performed to complete the impact analysis and discussion of drainage:

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- Significance criteria will be developed and described;
- Proposed and required drainage facilities will be reviewed and evaluated for adequacy to meet County requirements. Based on the "Vesting Tentative Map", the applicant proposes to use an existing pond and proposed new retention/recharge pond for stormwater treatment, control, and/or recharge. To estimate the adequacy of these ponds to meet the County's stormwater runoff requirements, Questa will perform a peak runoff analysis (e.g., rational method) and modified rational method analysis (i.e., to obtain runoff storage requirements);
- As necessary, the project will be reviewed to determine if existing County infrastructure will be adequate to handle stormwater runoff, or if improvements would be necessary to accommodate the additional runoff. (Note: Compliance with County requirements for onsite attenuation of peak flow is intended to eliminate impacts on offsite infrastructure);
- Potential on- and off-site erosion and drainage impacts from the proposed development will be identified and described; and
- Potential impacts to the project from off-site drainage conditions will be identified and described.

Based upon the results of the impact analysis, mitigation measures for impacts to on- and off-site drainage will be identified. As appropriate, these recommendations will address:

- Project drainage issues to include maintenance and monitoring program;
- Drainage system improvements needed to accommodate project-related drainage;
- Funding instruments either existing or needed for improvements to the drainage system to accommodate the new project;
- Measures to retain stormwater run-off resulting from a "10 year" occurrence ("20 year" for Coastal Zone).
- Measures to address "100 year" storm occurrence for on-stream facilities, or for facilities within the flood plain; and
- Site management measures, including landscape and revegetation plans, and monitoring programs to ensure the long-term success of these plans.
- Potential impacts to any identified wetlands within the project boundaries.

4: Wastewater Treatment and Disposal

The following presents the work scope for the evaluation of on-site septic system suitability for the proposed LaTourette Subdivision. The proposed subdivision would create 19 lots on the 47.8-acre parcel, all of which would be served by individual on-site septic systems. The three single-family dwellings on the site are currently served by on-site septic systems.

- All relevant background information on the property will be compiled and reviewed. This is expected to include correspondence, reports, and any additional information that may be available from the Monterey County Environmental Health Division on the existing septic systems on the property. Additionally, information relative to the septic systems in the general project vicinity (i.e., neighboring properties) will be investigated through review of the Monterey County Environmental Health Division files.
- Questa will perform soils and percolation testing in accordance with standard procedures specified by the Monterey County Environmental Health Division. The Division will be contacted prior to proceeding with the testing to review the scope of work and, as appropriate, to observe testing. Soil and groundwater conditions and percolation rates will be evaluated and included in the description of the environmental setting, and will be used to evaluate potential impacts to groundwater quality from the proposed systems. For budgeting purposes, it is assumed that one 15-foot-deep soil profile test pit and one 5-foot-deep percolation test pit will be drilled on each of the 19 proposed lots. It is assumed that the areas of soil and percolation testing will be identified by the applicant, and will correspond to the areas being proposed to be used for on-site wastewater treatment and disposal. Additionally, one soil profile test pit and percolation test will be performed in the area proposed to be used as the retention/recharge pond to verify recharge rates in the proposed pond.
- All relevant background information on the existing septic systems on the property and in the project area will be described in the environmental setting; additionally, soil and percolation testing results will be summarized in this section of the report. The following information will also be included:
 - Description of the existing septic systems on the project site in terms of maximum capacity, permitted capacity, existing demands, and future demands (i.e., with and without project); and
 - Summary of current Monterey County Environmental Health Division sewage disposal regulations, and a summary of the Central Coast Regional Water Quality Control Board's Basin Plan policies, requirements, and prohibitions regarding on-site sewage disposal systems.
- An evaluation will be made of the suitability for the proposed subdivision of the use of individual on-site septic systems, based on the available background data, and soil

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and percolation testing. The basis for evaluating septic suitability and potential impacts will include the following:

- Significance criteria will be developed and described;
- The extent and type of wastewater treatment of the proposed system as compared to the specific treatment requirements of the Central Coast Regional Water Quality Control Board, and the Monterey County Health Department; and
- An evaluation of the existing and proposed septic disposal fields for size, capacity, location, and proposed utilization for:
 - Vegetation or tree removal necessitated by the system's installation on a per lot basis;
 - Maximum allowed design rates and effluent loading rates; and
 - Special buffer zones or setbacks from treatment facilities, disposal areas, adjacent properties, and any identified wetlands within the project boundaries.
- The project proposes to use individual on-site wastewater treatment and disposal; however, if off-site systems or County facilities are necessary for wastewater treatment and disposal the following will be investigated and discussed as additional work:
 - Legal procedures and/or agreements necessary to facilitate treatment improvements and/or serve the subject property;
 - Infrastructure capacity and annexation; and
 - Project impacts on expansion or replacement of existing off-site facilities.
- Based upon the findings of the impact analysis, mitigation measures will be developed and described. Mitigation measures will address County requirements and design features, covering such issues as bonding, loading rates, and alternative locations and design.

5: Water Supply

- The background data review for the water supply section of the report will include a review of existing reports and/or data available for the Woodland Heights Mutual Water Company (e.g., *Drinking Water Source Assessment*). *
- The following will be performed to complete the water supply environmental and regulatory section of the report:

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- The application proposes the expansion of the Woodland Heights Mutual Water System to provide potable water for the project. The water system will be described in terms of the number of connections, existing and required long-term supply, including supply for the proposed subdivision in terms of requirements by Environmental Health, and necessary infrastructure extension to deliver water to the project site;
- The proposed locations and sizes of existing and proposed well, tank, and access easements will be illustrated as necessary; and
- Legal requirements necessary to provide water service for the project will be identified and discussed (e.g., acquiring and recording easements, water agreements, incorporations, annexing to service districts, spheres of influence, Public Utility Commission regulations, and County Use Permit for amendment of water system to increase the number of connections).
- The following will be performed to complete the impact analysis and discussion of water supply:
 - Significance criteria will be developed and described;
 - Expected short-term and long-term demands imposed by the project will be quantified and described to show how the project will impact the water system. These demands will be expressed in terms of numerical volume, fire flows, and as a percentage both compared to existing and future capacity of adjacent and area-wide delivery systems;
 - Water delivery system facility/infrastructure improvements to provide adequate supplies for the short-term and long-term needs will be identified and described;
 - The temporary water capacity (i.e., storage facility) and demand for long-term capacity (stream flows, reservoirs, and groundwater capacity) will be described. Cumulative and indirect impacts related to capacity and the delivered water supply will be discussed;
 - A discussion of how increased demand from the project might degrade existing and future conditions, including long-term water supply for the existing users within the water system, maintenance and operation of the water system will be included;
 - Alternative water supply options will be discussed (e.g., including consolidation and/or expansion of other water systems adjacent or in the vicinity, forming or annexing to water districts or service areas); and
 - Where water treatment will be required to comply with drinking water standards of Title 22, CCR, additional improvements, easements, and service agreements will be discussed.

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- Based upon the findings of the impact analysis, mitigation measures will be developed and described. Such measure may include:
 - Installing or bonding the water system improvements and any appurtenances needed to and within the project area. Final improvement designs and any associated fees for review and approval may be required prior to installation or bonding;
 - Providing a letter from the local fire district prior to installation or bonding that the proposed improvements meet fire flow standards; and
 - Submitting evidence that all necessary easements, dedications, legal agreements have been properly recorded and/or executed.

6: Biological Assessment

The scope of work for the BA includes the following:

- X DD&A will visit the site to assess the environmental conditions of the site and its surroundings. In addition, pre-survey research will be conducted utilizing available resources, including California Department of Fish and Game California Natural Diversity Database (CNDDDB), California Native Plant Society (CNPS) lists, local experts, and other published and unpublished materials as related to CEQA requirements. The field review will provide an evaluation of general habitat features and environmental constraints at the site and within the local vicinity, and provide a basis for recommendations to minimize or avoid impacts. During the site visit, an inventory of plants and animals observed within the project site will be conducted. In addition, sensitive habitats within the project site will be identified. The initial site visit may be followed by additional site visit(s), as necessary, due to temporal constraints related to the timing of wildlife or botanical identification (i.e., breeding season or flowering period). The initial site assessment will also include a review of on-site habitats for the potential presence of special-status plant and wildlife species. Based on the findings, it may be necessary to perform species-specific or protocol-level surveys for a number of special-status plant and wildlife species. In many cases, particularly in areas with appropriate habitat and recently reported occurrences of special-status species, presence may be assumed and species-specific or protocol-level surveys may not be required. However, species-specific or protocol-level surveys may be required to determine presence or absence in marginally appropriate habitat and/or in areas with no previous occurrence data. *These would be out-of-scope and would require a contract amendment if they are determined to be necessary.*
- X DD&A will contact responsible and interested agencies and organizations that have knowledge of affected resources and jurisdiction over or will be affected by the project to ensure that potential environmental issues are addressed. This communication will also be conducted in order to generate mitigation measures to

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minimize or avoid potential impacts. DD&A anticipates contacting and/or meeting with representatives of the following agencies:

- X California Department of Fish & Game (CDFG)
 - X California Native Plant Society (CNPS)
 - X California Regional Water Quality Control Board (RWQCB)
 - X U.S. Army Corps of Engineers (Corps)
 - X U.S. Fish and Wildlife Service (USFWS)
 - X California State Lands Commission
- X The BA will be prepared in compliance with CEQA and all other applicable policies, plans, and regulations. The BA will include documentation of the biological resources in the project area and an assessment of the impacts of the project on those resources. The BA will provide an analysis of the short-term (e.g., construction phase) and long-term impacts (e.g., loss of habitat or habitat fragmentation), as well as cumulative impacts. This analysis will provide recommendations on the level of the potential impacts and mitigation measures, and include mitigation that can be included in the project design.
- X The BA will provide a description of the environmental setting, both regionally and locally, and provide a description of the existing biological resources that occur or have the potential to occur within the project site (i.e., special-status plant and wildlife species, and sensitive habitats). Sensitive habitats known or with the potential to occur within the project site include central maritime chaparral, oak woodland, riparian, and wetlands. In addition, the project site is located within Critical Habitat Prunedale Unit G for Monterey spineflower, designated by the USFWS. Based on the RFP and Biological Report prepared by Jud Vandevere and Associates for the Woodland Heights Subdivision, the project site has the potential to contain the numerous special-status species identified on the adjacent property. The BA will describe the habitats within and adjacent to the project site, including sensitive habitats included on the CNDDDB list of sensitive or other regulated habitat types. Impacts to sensitive habitats within, and indirect impacts to sensitive habitats adjacent, to the project site will be assessed.
- X The BA will identify any important wildlife corridors and address potential impacts resulting from the project. The BA will describe the potential physical connection of all the habitats within the project site, and the regional distribution and restriction of the existing habitats. Due to the undeveloped nature of the project site, development of the project may have indirect impacts on surrounding habitats and wildlife corridors (e.g., riparian corridors). The importance of wildlife corridors within the project site and potential indirect impacts to surrounding habitats and wildlife corridors will be described and evaluated, in accordance with CEQA, taking into account the existing and future development and wildlife corridor easements within the adjacent Woodland Heights Subdivision. The BA will also identify any potential impacts to existing biological resources associated with the development of the project site, including

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public access, domestic pets, and fencing. The BA may find that these potential impacts require mitigation to establish acceptable long-term maintenance of the habitat remaining within the project site.

7: Land Use and Consistency with Plans & Policies

The project site is located in a rural area composed mainly of rolling hills supporting some grazing and rural residential development. The property, which is currently developed with three single-family residences and supporting structures and infrastructure, is surrounded by undeveloped lands to the west, north, and east, and a partially developed 19-lot subdivision (Woodland Heights) to the south. The land use section will address the project's consistency with applicable land use plans and policies. This section of the EIR will include the following:

- X Present the historical, present, and proposed uses on the project site and in the surrounding area.
- X Address the project's consistency with applicable land use plans, policies, and programs including those in the County's General Plan, North County Area Plan, County codes, and relevant agency guidelines (e.g., Monterey Bay Unified Air Pollution Control District Air Quality Management Plan and CEQA Guidelines, AMBAG regional studies, Central Coast Regional Water Quality Control Board Basin Plan).
- X Recommend mitigation measures for identified impacts, in order to make the project consistent with planning policies and more complementary to surrounding land uses, as necessary.

8: Population and Housing

- X Describe the existing population and housing characteristics of the County as a whole and North County in particular, and evaluate the effects of providing additional housing.
- X Describe the County's affordable housing program and the project's consistency with this program.
- X Describe the existing jobs/housing balance in the County, and the cumulative effect of developing additional residential uses.
- X Recommend mitigation measures for identified impacts, in order to make the project consistent with housing goals, if necessary.

9: Geology/Soils/Geotechnical Issues

The proposed development will occur within the Watsonville Lowlands region, between the Prunedale area and the city of Salinas. The Watsonville Lowlands region is dominated by a relatively down-dropped basin filled with sediments of mid to late

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Quaternary age. The primary geologic hazards posed to the proposed development will likely be intense seismic shaking and erosion. There is a remote possibility that the property may also be affected by liquefaction (and the attendant processes of lateral spreading and settlement) and landsliding.

Geology: Haro, Kasunich & Associates (HKA) will conduct an analysis of the combination of geology, soils, and geotechnical issues related to the project site and project development.

HKA will prepare a geologic and geotechnical report for the LaTourette Subdivision project. The purpose of the geologic evaluation will be to: 1) perform a detailed site-specific engineering geology investigation for the proposed subdivision (the report will conform to the California Geological Survey Note #42 - Guidelines for Geologic/Seismic Reports); 2) provide recommendations for additional technical investigations, if warranted; 3) prepare a narrative description of the project geologic setting; and 4) evaluate potential project impacts and provide mitigation recommendations for potentially significant impacts with respect to geology.

The geologic evaluation will include:

- X discussion of the general geologic setting;
- X qualitative evaluation of existing geologic hazards, including ground stability, seismic shaking potential, soil liquefaction and lateral spreading hazard, and ground surface rupture hazard due to faulting, with an assessment of project impacts on land stability and proposed mitigation recommendations, as warranted;
- X erosion hazard, including potential project impacts and recommendations for mitigating project impacts, as needed, both during construction and following project completion; and
- X site drainage conditions and potential project impacts as they pertain to geologic processes, with mitigation recommendations;

Specific tasks associated with preparing the geologic evaluation include:

- X review of geology literature and maps relevant to the proposed project;
- X contacts with personnel from relevant regulatory agencies;
- X review of stereographic aerial photos of the project site;
- X field reconnaissance of the subject site;
- X analysis of the data, including a qualitative evaluation of existing ground stability, seismic shaking potential, including earthquake related ground effects such as soil

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liquefaction and lateral spreading, ground surface rupture hazard due to faulting, erosion hazard and erosion control recommendations;

- X preparation of a written report summarizing the geologic evaluation of the project, including: summary of the geologic setting of the project; identification of potential geologic impacts from the project; discussion of mitigation measures; discussion and summary of potential geologic hazards and risks posed to the proposed development, including recommendations for prudent development guidelines.

The geologic scope does not include the following: responses to reviews of their reports (i.e., to reviews that may be carried out by local regulatory agencies or by other agencies/consultants); additional work that may be required subsequent to changes in the grading, foundation and improvement plans, including the geologist's further reviews of such amended plans; and observation and testing during construction.

Soils/Geotechnical Issues: Haro, Kasunich & Associates, Inc. (HKA) will prepare a feasibility level geotechnical study¹ for the project. As the project is in a conceptual design phase, HKA's objective is to develop a general overview of geotechnical and geologic conditions at the property, in order to delineate potential problem areas, identify possible project constraints, and develop a subsurface investigation work plan to address critical issues at future phases of the project. HKA will consult with their geologist to discuss their respective findings. These tasks will provide a general overview of geotechnical issues affecting the project site and will identify areas of specific study to be focused upon during future design phases of the project.

Specific tasks associated with preparing the feasibility level geotechnical study include:

- X HKA will acquire, review, and compile available, geotechnical information pertinent to the proposed subdivision, followed by visual field reconnaissance of the project site. On the basis of literature review and field observations HKA will develop preliminary concepts of general geotechnical issues affecting the proposed project;
- X A subsurface investigation will be limited to exploratory borings drilled at selected sites. HKA will retain a geotechnical-related drilling company to perform the necessary drilling operations to obtain soil data and selective soil samples. The scheduled drilling is 12 test borings drilled from 20 to 30 feet. In-situ testing and sampling will be performed at selective depths to establish basic soil characteristics. Soil profiles will be developed during drilling and modified as required based on the laboratory index property test results. It is assumed that for this phase of the site investigation, test-boring sites will not be located in areas that require permitting from public agencies.

¹ It is important to note that the scope of work for this investigation is intended to produce feasibility level conclusions and recommendations for the proposed development. It is not HKA's intent to provide specific design recommendations for the development at this stage of planning, such as is typically done at later phases (design-level studies).

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- X Selective samples will be used to determine qualitative soil characteristics. Moisture content, unit weight, Atterberg Limits, and grain size distribution of selective samples will be determined.
- X Data will be used to evaluate the geotechnical-related issues for the property. HKA will discuss qualitative geotechnical issues pertaining to subsurface conditions at the specific drill sites, and in more general terms where the data is extrapolated and/or is based upon observations.
- X HKA will prepare a feasibility level geotechnical report presenting the factual information disclosed by the geotechnical exploration. The report will also address the geotechnical issues of engineering and construction significance to the proposed project. These topics will include: geologic hazards, description of the subsurface conditions where known, ground behavior and related construction difficulties, groundwater conditions, influence of geologic and geotechnical conditions on pre-design features, and recommendations for future phases of geologic and geotechnical investigations.

10: Traffic and Circulation

The transportation section of the EIR will be based on a traffic analysis that will be performed for the proposed subdivision by Hexagon Transportation Consultants, Inc. The traffic analysis will be prepared in accordance with the County's requirements and standards. The study will determine the traffic impacts of the proposed project on the highways, roadways, and intersections in the vicinity of the site. The key roads and intersections in the vicinity are:

- X U.S. 101
- X Pesante Road
- X King Road
- X Cross Road
- X U.S. 101/Pesante Road
- X Harrison Road/Russell Road

The following tasks will be performed by Hexagon as part of the traffic and circulation analysis.

- X The physical characteristics of the site and the surrounding roadway network will be reviewed to identify existing roadway cross-sections, pedestrian and bicycle facilities, intersection lane configurations, traffic control devices, and surrounding land uses.
- X Existing AM and PM peak-hour traffic volumes will be counted at the study intersections. Daily traffic counts will be obtained from Monterey County and Caltrans.
- X The existing traffic conditions on the roadways will be described. Traffic operations at the key intersections will be evaluated with the 2000 Highway Capacity Manual level of service methodology using current AM and PM peak-hour volumes. Monterey County level of service guidelines will be followed for all intersections.

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- X A list of approved developments located in the study area will be obtained from Monterey County. Traffic volumes from approved developments will be added to the existing AM and PM peak-hour volumes to obtain traffic volumes for background conditions. The U.S. 101/SR 156 interchange currently is under construction. The background scenario will assume completion of the interchange. Traffic estimates at completion will be obtained from Monterey County or Caltrans. Intersection level of service under background conditions will be evaluated using the HCM methodology.
- X New trips generated by the proposed project will be estimated using applicable vehicular trip generation rates.
- X The directional distribution of site-generated traffic will be forecast based on existing travel patterns, relative locations of complementary land uses in the area, and information from previous traffic studies conducted for developments in the area. The site-generated traffic will be added to the roadway network based on the directions of approach and departure.
- X Project-generated traffic will be added to background traffic volumes. Intersection and freeway levels of service under project conditions will be evaluated. The ability of the roads around the project site to accommodate additional traffic will be evaluated. Existing and proposed roadway cross-sections will be compared to County standards.
- X Traffic volumes will be factored up to the date of the proposed project opening and other proposed development will be added to calculate cumulative traffic conditions. Intersection levels of service will be calculated.
- X Based on the results of the level of service calculations and roadway analyses, impacts of the site-generated traffic will be identified and described. Recommendations will be formulated that identify the locations and types of improvements or modifications necessary to mitigate significant project impacts.
- X Analysis of traffic increases on Woodland Heights Drive as well as potential road infrastructure improvements that may be required to provide main vehicular access to the proposed subdivision and, as an alternative, improving the existing dirt access off North King Road.

11: Air Quality

The air quality impacts will be addressed through an analysis to be conducted by DD&A's Air Quality Specialist, Alison Imamura. This section will:

- X Describe the existing local atmospheric conditions relative to climate and air pollution, historical air quality data for the vicinity, and sources of air pollution in the area. Identify sensitive receptors (i.e., residences) in the project area
- X Discuss the relevant regulatory provisions, criteria, and applicable thresholds of the Monterey Bay Unified Air Pollution Control District (MBUAPCD) and state and federal ambient air quality standards.

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- X Discuss short-term air quality impacts during construction resulting from dust and exhaust emissions from equipment and vehicles.
- X Include an air quality analysis (using the most recent available versions of CALINE and URBEMIS models) in accordance with guidelines established by the MBUAPCD to determine whether project emissions could exceed District standards in the short term or long term. Project review for consistency with the Air Quality Management Plan will be also conducted.
- X Describe the project's conformance with applicable air quality standards, and provide mitigation for any significant impacts.

12: Noise

The project site is located in a relatively remote area, where the only source of noise is from traffic generated on nearby streets. Both the short-term and long-term noise impacts of the project will be evaluated in the EIR, based on a noise analysis prepared by Illingworth & Rodkin, Inc. This section will include the following:

- X Describe the existing noise conditions on the site and surrounding area based on field noise measurements. These measurements would establish the baseline noise environment used to determine noise impacts.
- X Summarize the applicable noise standards and policies in the Monterey County General Plan (Section 22) and the County Noise Ordinance (County Code Title 10.6).
- X Assess noise impacts, based on the measured noise data and future traffic projections. This data will be used to assess the potential noise impacts resulting from project-generated traffic noise or construction noise at existing residences adjacent to the project site. Future noise levels will be compared against County guidelines and standards and appropriate CEQA significance criteria.
- X Assess noise from potential additional traffic through the Woodland Heights subdivision on existing residences.
- X Identify noise impacts during construction activities that could adversely affect nearby sensitive land uses and/or violate applicable standards or ordinances.
- X Identify mitigation, such as barriers or other attenuation measures, for significant noise impacts.

13: Visual/Aesthetics

Natural hillside and rural residential uses characterize the site and surrounding area. The EIR will describe the existing visual setting of the project area in terms of physical attributes, aesthetics, vista, glare, and nighttime lighting levels. Photographs of the existing site will accompany the text. The EIR will analyze the potential visual impacts

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from project grading, tree removal, and the introduction of 19 homes onto a presently largely undeveloped site. The EIR will recommend mitigation measures to reduce visual/aesthetic impacts to a less-than-significant level, such as appropriate site layout, landscaping, and design features.

14: Utilities & Public Services

The EIR will describe public services and utilities serving the existing site, in accordance with the requirements in the RFP. The EIR will quantify the increase in demand and availability of public services, including police protection, fire protection, emergency medical services, roadway maintenance, solid waste disposal, schools, and park and recreation facilities. This section will also address utilities and energy. The EIR will evaluate the ability of existing services and utilities to serve the project, focusing on potential constraints. Mitigation will be identified for any significant impacts on public services and utilities. As described above, a detailed evaluation of water supply and wastewater disposal will be provided.

15: Forestry Report (within the Biological Resources section)

Stephen Staub, as a contract employee of DD&A will prepare the analysis for forestry and tree resources in the EIR. Staub has reviewed the RFP with specific reference to sections 8 & 9, which cover Plant/Animal Life and detail tree and forestry related items. A Forest Management Plan (FMP), including a Forester's Assessment and Recommendation will be prepared. The following tasks are proposed to provide the information described in the RFP:

- X Characterize forest inventory using sample plots across the range of forest conditions on the site. A summary table will be prepared with estimates of numbers of trees by species and diameter class. Observations of tree conditions and health, including Sudden Oak Death, will also be made.
- X Review relevant site documentation and design including project maps, grading plans, vegetation mapping, soils reports, biological reports, and relevant County codes and fire protection standards.
- X Prepare FMP or Forester's Assessment and Recommendation as required. Contents will include addressing all items enumerated in the RFP, including required tree removal for the proposed road alignment and tree removal for alternative access from North King Road, tree removal for subdivision infrastructure improvements, tree removal within identified building envelopes on a per lot basis, and tree removal within identified septic envelopes on a per lot basis. This analysis will be partly based on a tree survey map of the site prepared by the applicant's surveyor / civil engineer.

Cumulative Impacts

In accordance with CEQA requirements, the EIR will analyze potentially significant cumulative impacts anticipated from development of the project combined with projects that are proposed, planned, and/or underway within the County and vicinity. The analysis

will be based on a list of proposed or anticipated projects in the area, to be provided by the County. Cumulative effects may be present in the areas of traffic, water supply, water quality, and biological impacts.

Alternatives

In accordance with CEQA, the EIR needs to address a reasonable range of alternatives to the project that could feasibly meet the project objectives and potentially avoid or lessen any significant environmental impacts associated with the project. DD&A will consult with County staff to determine up to three (3) feasible alternatives.

The No Project alternative, a smaller project, an alternate site design, and possibly alternate site locations will be considered. All alternatives will be discussed both quantitatively and qualitatively in terms of their impacts and their effectiveness in addressing identified potentially significant and significant unavoidable adverse project impacts. This section will identify and discuss the project deemed to be the *environmentally superior alternative* per the requirements of CEQA Guidelines Section 15126.6(e)(2). This evaluation will be based on a comparative analysis of the feasible alternatives.

Other CEQA and County-required Sections

The major environmental issues to be addressed in the EIR are described and highlighted above. The EIR will also address and include other CEQA and County-required issues and sections, as follows:

- X Growth-Inducing Impacts
- X Significant Unavoidable Impacts
- X Significant Irreversible Effects
- X Beneficial Effects
- X References
- X EIR Authors & Consultants

Draft Mitigation Monitoring and/or Reporting Program

DD&A will prepare a draft Mitigation Monitoring and/or Reporting Program (MMRP) in accordance with CEQA and the County's established provisions. The MMRP will identify the impact addressed, compliance or monitoring actions to be performed, responsible party for compliance, timing, and verification, in accordance with County guidelines on form and content. The draft MMRP will be included in the EIR for public review, per County guidelines.

Task 3. Prepare Draft EIR

After the County's review of the ADEIR (a minimum of 30 days as requested in the RFP), DD&A will revise the EIR based on the County's comments. DD&A will submit one screen-check Draft EIR document to the County for a final review. Upon County approval, DD&A will submit 50 copies of the Draft EIR (including appendices), along with one electronic copy in Microsoft Word format, to the County for public distribution. *This scope assumes one round of revisions of the ADEIR by DD&A and one minor screen-check revision.*

Meetings. This task includes two meetings to review comments on the Administrative and/or Screen-Check Draft EIR.

Task 4. Prepare Final EIR

Following the 45-day public and agency review period, DD&A will meet with the County to review the comments received on the Draft EIR and discuss strategies for preparing responses. DD&A will prepare an Administrative Amendment to the Draft EIR, containing the following:

- X List of individuals and agencies commenting on the Draft EIR
- X Copies of letters received on the Draft EIR
- X Written responses to comments received on the Draft EIR
- X Minor revisions to the EIR text (as necessary)
- X Final Mitigation Monitoring and/or Reporting Program

DD&A will submit 10 copies of this Administrative Amendment to the County for review (for a minimum of 30 days as requested in the RFP). The document will then be revised per the County's comments and 50 copies, along with one electronic copy (in Microsoft Word format), will be delivered to the County. This Amendment, in conjunction with the Draft EIR, will constitute the Final EIR.

Meetings. This task includes two (2) meetings to County staff, agency and public review comments on the DEIR and/or FEIR.

[This "Scope of Work and Payment Provisions" assumes a specific amount of DD&A planning staff time for responding to comments that is considered moderate for this area, as shown in the attached budget. DD&A reserves the right to review the public comments when available and submit a request for additional compensation should additional issues arise outside of the scope of work requiring additional technical response or should the anticipated number of comments or work required to complete the responses exceed that estimated.]

Task 5. Certification of the EIR (Meeting Attendance)

Meetings (only). This task includes the remaining three (3) meetings/hearings. These include: one Subdivision Committee hearing, one Planning Commission hearing, and one Board of Supervisors hearing. This scope does not include the attendance of any of the subconsultant team members at any meetings, with the exception of site visits and two meetings by Hexagon. Questa will attend up to three meetings throughout the project. Any request for attendance by DD&A staff or subconsultants at additional meetings would be out-of-scope and would require a contract amendment. This task does not include assistance with staff reports, resolutions, findings or other noticing or presentation material for any hearings.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

II. PAYMENT PROVISIONS AND BUDGET

A. Payment Provisions

Invoices for services performed under the AGREEMENT may be submitted monthly (by the tenth day of the month), but not more often than once monthly, and shall include the following:

Invoice Coversheet
Denise Duffy & Associates, Inc.
LaTourette Subdivision EIR

Contract Term: August 15, 2006 to June 30, 2007

Original Contract Amount: \$ 280,101.00
Less: Tasks completed and paid: ~~(\$ 52,810.00)~~
Add: Additional tasks required: \$ 19,184.00
Current Contract Amount: \$ 241,431.00
\$209,940.00 Base Budget
\$31,491.00 Project Contingency

Invoice Date: _____
 Invoice Amount: \$ _____

•	Project Initiation	\$5,200.00
•	Meetings associated with Project Initiation completed	\$3,480.00
•	Spring Botanical Survey completed	\$4,425.00
•	ADEIR, Part (A) - Completion of technical reports, project description	\$20,710.00
•	Hydrogeology & Groundwater Quality ¹	\$36,428.00
•	Surface Water Hydrology & Water Quality ¹	\$12,516.00
•	Drainage ¹	\$6,290.00
•	Wastewater Treatment & Disposal ¹	\$27,998.00
•	Water Supply ¹	\$11,048.00
•	Meetings ¹ (3)	\$2,880.00
•	Biological Assessment	\$7,250.00
•	Scoping and Response to Comments ¹	\$6,500.00
•	Geology ² completed	\$5,535.00
•	Soils/Geotechnical ² completed	\$17,045.00
•	Forestry	\$12,980.00
•	Traffic ³	\$6,210.00
•	Noise ⁴	\$4,500.00
•	Meetings (3)	\$3,900.00
•	ADEIR, Part (B) - Completion of ADEIR	\$20,710.00
•	DEIR	\$9,200.00
•	Meetings (2)	\$840.00
•	FEIR	\$11,800.00
•	Meetings (2)	\$840.00
•	Certification of EIR - Hearings (3)	\$2,140.00

1. Questa. 2. Haro Kasunich. 3. Hexagon. 4. Illingworth & Rodkin

Approved as to Work:

 Luis Osorio, Project Planner

 (date)

Approved for Payment:

 Luis Osorio, Project Planner

 (date)

All invoices are to be sent to:
 Jaime Martinez, Accounting Technician
 Monterey County Resource Management Agency, Planning and Building Inspection Department
 168 W. Alisal Street, 2nd Floor, Salinas, CA 93901
 831.755.4829
 26 of 28

Exhibit A of PSA
 Denise Duffy & Associates, Inc.
 LaTourette Subdivision EIR

III. TRANSFER FROM PROJECT CONTINGENCY

Transfer of funding from the Project Contingency Account (Total Project Contingency of \$31,491.00) requires the prior written approval of the Interim Director of the Monterey County Planning Department and the Project Applicant.

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the Project Planner, with a duplicate original delivered to the Contract Administrator, at the earliest possible date. The recommendation shall include:

The dollar amount;

The anticipated date the funded work would begin;

The duration of the work;

The entity (CONTRACTOR or subconsultant) to whom the funds would be transferred / allocated; and

The justification for the expenditure.

Within five working days of receipt of the recommendation, the Project Planner and Contract Administrator shall have contacted CONTRACTOR to discuss its recommendation and shall have made a recommendation to the Interim Director of the Monterey County Planning Department, or in his absence, the Chief Assistant Director. Within ten working days thereafter, the Interim Director of the Monterey County Planning Department or the Chief Assistant Director will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and the Contract Administrator will forward the decision in writing to the Project Applicant and CONTRACTOR.

Unless denied by the Interim Director or Chief Assistant Director of the Planning Department, the Contract Administrator shall ask the Project Applicant to make a decision within five working days regarding the recommended transfer from the Project Contingency. If necessary, reasonable efforts will be made to reach a compromise.

Upon receipt of the Project Applicant's written approval and funding in the amount requested, the Contract Administrator shall process the funding transfer and authorize the associated work. At the same time, a letter authorizing the work funded by the approved transfer shall be sent to CONTRACTOR.

IV. SCHEDULE

The following is a schedule for the La Tourette Subdivision EIR. It is assumed that the applicant will submit revised project plans/maps in a timely manner, which are required in order to complete the technical reports. It is further assumed that all technical reports will be completed by August 15, 2006. Please note that the EIR schedule does not account for unanticipated delays outside DD&A's control. These delays include failure to receive all project-related information in a timely manner, delays in administrative reviews by the County, continuances of public hearings, or similar events.

Deliverable	Estimated Timeframe
A. Delivery of Administrative Draft EIR	10/9/2006
B. Delivery of Draft EIR	12/4/2006
C. Delivery of Final EIR	3/17/2007
D. Hearing Attendance	Apr. 2007

Attachment 5

Consent to Assignment
with Jeffrey LaTourette

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AGREEMENT AND CONSENT TO ASSIGNMENT OF FUNDING AGREEMENT NO. 3
DATED JULY 25, 2017, BETWEEN
COUNTY OF MONTEREY AND
JEFFREY AND MONICA LATOURETTE (ASSIGNOR) TO
JEFFREY LATOURETTE (ASSIGNEE)

This Agreement and Consent to Assignment is provided by Monterey County (hereinafter, "County") for the benefit of Jeffrey and Monica LaTourette (hereinafter, "Assignor") and Jeffrey LaTourette (hereinafter, "Assignee") and is effective retroactive to **June 27, 2019** (hereinafter, "**Assignment Date**"), which is the effective date of the "**Assignment of Funding No. 3**" attached hereto and incorporated by this reference and referred to as **Exhibit "A"**.

RECITALS

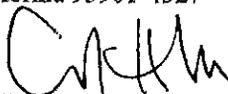
- A. Whereas, Assignor and County entered into Funding Agreement No. 3, dated **July 25, 2017**, as modified by any and all addendums, amendments and exhibits thereto (collectively and hereinafter, "**Agreement**") on file with the County of Monterey, Resource Management Agency (RMA) and incorporated herein by this reference as though fully attached hereto; and
- B. Whereas, on **June 27, 2019** ("**Assignment Date**"), Assignor executed the "**Assignment of Funding No. 3**", referred to as **Exhibit "A"**, attached hereto and incorporated by this reference; and
- C. Whereas, Assignor has transferred certain of its assets to Assignee as reflected in the "**Exhibit A**", dated as of June 27, 2019 (the "**Effective Date**"). In connection with the transfer of such assets, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, all of Assignor's right, title and interest in and to the **Agreement** which relate to the period on or after the Assignment Date (hereinafter, "**Assignment**"); and
- D. Whereas, **Agreement**, in Paragraph 12, "**Assignment**", provides that, "*Neither of the Parties shall have the right to assign its respective rights and obligations hereunder without the written consent of the other Party*".

PARTIES CONSENT TO ASSIGNMENT

1. County hereby consents to the Assignment of said Agreement to Assignee, effective as of the Assignment Date of June 27, 2019, and acknowledges that said Assignment shall not constitute or be deemed to be a breach of said Agreement by Assignor.
2. Pursuant to said Assignment, Assignor is relieved of all duties, obligations and liabilities under said Agreement arising on or after the Assignment Date of June 27, 2019, and County agrees to look solely to the Assignee to satisfy any such duties, obligations and liabilities under said Agreement arising on or after the Assignment Date of June 27, 2019.
3. Assignee consents to the Assignment of Agreement by Assignor to Assignee and hereby agrees to assume all duties, obligations and liabilities to County under said Agreement, dated July 25, 2017, arising on or after the Assignment Date of June 27, 2019.
4. The Recitals to this Agreement and Consent to Assignment are hereby incorporated into this Agreement and Consent to Assignment.

COUNTY:

County of Monterey
Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

By: 
Name: Carl P. Holm, AICP
Title: RMA Director

Date: 8/8/2019

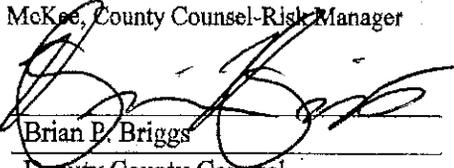
ASSIGNEE:

Jeffrey LaTourette
221 South Main Street, Suite 205
Salinas, California 93901

By: 
Name: Jeffrey LaTourette
Title: Owner

Date: 8-1-19

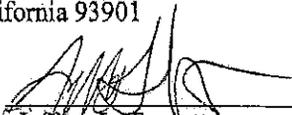
Approved as to Form and Legality:
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: 
Name: Brian P. Briggs
Title: Deputy County Counsel

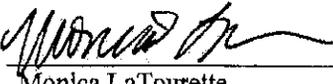
Date: 8-6-19

ASSIGNOR:

Jeffrey and Monica LaTourette
221 South Main Street, Suite 205
Salinas, California 93901

By: 
Name: Jeffrey LaTourette
Title: Owner

Date: 8-1-19

By: 
Name: Monica LaTourette
Title: Owner

Date: 8-1-19

*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.

COUNTY:

County of Monterey
Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

ASSIGNEE:

Jeffrey LaTourette
221 South Main Street, Suite 205
Salinas, California 93901

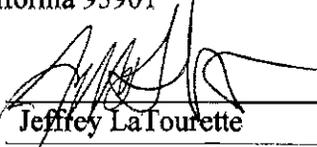
By: _____
Name: Carl P. Holm, AICP
Title: RMA Director
Date: _____

By: 
Name: Jeffrey LaTourette
Title: Owner
Date: 8-1-19

Approved as to Form and Legality:
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

ASSIGNOR:
Jeffrey and Monica LaTourette
221 South Main Street, Suite 205
Salinas, California 93901

By: _____
Name: Brian P. Briggs
Title: Deputy County Counsel
Date: _____

By: 
Name: Jeffrey LaTourette
Title: Owner
Date: 8-1-19

By: 
Name: Monica LaTourette
Title: Owner
Date: 8-1-19

*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

Item No.37

Board Report

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

Legistar File Number: 25-743

October 14, 2025

Introduced: 10/10/2025

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Addenda/Supplemental

Attached Revised Board Report, Establish a Measure AA Standing Committee_REVISED (Clean)
10.10.25, Establish a Measure AA Standing Committee_REVISED (Redline 10.10.25 and to Item
No. 16 under Scheduled Matters

Versaterm Public Safety US, Inc.

(referred to hereafter as “Versaterm”)

1 North MacDonald, Suite 500
 Mesa, Arizona USA
 85201

Email address for notices:

legal@versaterm.com

SERVICE SCHEDULE

Monterey County Sheriff's Office (CA) 1414 Natividad Rd, Salinas, CA 93906, United States CurtrightAC@countyofmonterey.gov (referred to hereafter as “Customer”)	Invoices shall be sent to 1414 Natividad Rd, Salinas, CA 93906, United States Attention: Monterey County Sheriff's Office (CA) Email: 230-SOFiscal@countyofmonterey.gov Is a purchase order required? No
Initial Subscription Term: 12 months commencing upon Provisioning	

Item	Quantity	Price per Unit	Discount	Net Total
IAPro NextGen HR Integration Process Off- site development and deployment	1	\$5,000.00		\$5,000.00
BlueTeam front-line users training	1	\$1,500.00		\$1,500.00
On-site Training cost per day	1	\$2,050.00		\$2,050.00
Advanced Training cost per day	1	\$1,500.00		\$1,500.00

IPro NextGen, License Subscription (On-Prem)	1	\$11,000.00		\$11,000.00
BlueTeam NextGen, License Subscription (On-Prem)	1	\$11,000.00		\$11,000.00

Total Year 1:	\$32,050.00
Total Year 2:	\$22,880.00
Total Year 3:	\$23,795.20
Total for 3 Years	\$78,725.20

The amounts indicated above are exclusive of sales taxes

INVOICING

Versaterm shall invoice the Customer for the above Subscription Fees for the Subscription Services at the beginning of the Initial Subscription Term and annually on each anniversary date for the duration of the Subscription Term.

INVOICING TERMS FOR PROFESSIONAL SERVICES FEES

If Professional Services are under \$100,000 Professional Services Fees shall be invoiced upon the earliest of RFU or 4 months provisioning. If Professional Services are more than \$100,000, they will be invoiced 25% at Provisioning and 75% at earliest of RFU or 4 months from Provisioning

Other :

If Professional Services are for a cloud-migration or adding additional license Professional Services Fees shall be invoiced upon Provisioning

SPECIFIC SUBSCRIPTION SERVICES/SERVICES

The following terms apply to the software and service(s) identified above.

A. CI- TECH

1. General Information

- A. Customers shall contact Versaterm as its decided 24-hour hour 1-800 number, or if it is a low-priority issue, by e-mail.
- B. Versaterm will typically be available after working hours if a high-priority problem is pending. Versaterm responds to emails and phone calls between 8:30 a.m. and 5:30 p.m. EST from Monday to Friday, excluding the statutory holidays observed in the state of New Hampshire and weekends (“Business Hours”).

2. General Response Time

- A. Unless otherwise indicated in section 2, provided that call or email is received during Business Hours, Versaterm attempts to respond as follows:
 - within two hours for medium and high priority calls.
 - within (24) twenty-four hours calls or e-mails related to training or usage issues within 24 hours.

3. Problem reporting and resolution procedures:

- A. The following escalation procedures will be employed to ensure an appropriate response to any service interruption to minimize downtime—Versaterm normally problems quickly during Business Hours.
- B. When a problem is encountered during regular business hours, Customer must follow following the steps:

Step 1

Customer users should first contact its IAPro designated coordinator. This is the individual most familiar with either IAPro or IT areas. The IAPro designated coordinator will attempt to correct the problems. The IAPro designated coordinator will verify network connects, resolve printer problems, and any desktop issues associated with using IAPro.

Customer users may also call Versaterm dedicated product group directly, however, it’s recommended the IAPro designated coordinator be included in problem resolution.

Step 2

If the problem requires assistance from Versaterm, the IAPro designated coordinator may contact Versaterm through e-mail or phone. Versaterm resources will work with the Customer to diagnose the problem. After investigating the issue, Versaterm and the Customer will jointly categorize the problem into:

Type of Problem	Ownership
Server Hardware Problem	Customer IT
Desktop Hardware Problem	Customer IT
Network Communication	Customer IT
Isolated Workstation Issue	Customer IT
Database Performance/storage	Versaterm
Application or software related	Versaterm

4. Problem Definition and Priority:

The following table provides a list of the types of problems that can be experienced:

Description of Problem	Category	Priority
All services unavailable: (Customer Wide) The system is unavailable. Cases cannot be processed.	Showstopper	High
Efficiency/Performance/Throughput: System is functional but does not match the performance criteria.	Showstopper	High
System not performing as specified: Functions are not executing correctly and are stopping cases from being processed. No workaround available.	Showstopper	High
User Error:	Training Issue/Questions	Low

<p>Problem reported by user that was a result of user error or misunderstanding.</p> <p>Isolated workstation failure.</p>		
<p>Enhancement:</p> <p>System does not perform the required functionality. Functionality was not within requirements.</p>	<p>Enhancement</p> <p>- These will be added to the enhancement list and addressed with Versaterm as needed.</p>	<p>Low</p>
<p>System not performing as specified (workaround available). An error is experienced but the problem can be worked around.</p>	<p>Workaround Available</p> <p>Complex workaround</p> <p>Decrease system's efficiency/performance/throughput</p> <p>Decreases user/department's efficiency in completing tasks</p>	<p>Medium</p>
	<p>Workaround available</p> <p>Easy to implement workaround.</p> <p>No impact on system performance</p> <p>No impact on user/department's efficiency</p>	<p>Low</p>

5. Support Restore Requirements

The following table provides a guideline for restoration times in case of a problem:

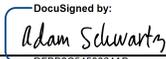
Priority	Restore Time
<p>High</p>	<p>Response within 2 hours of contact.</p> <p>Resolution within 6 hours from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail.</p> <p>If feasible, Versaterm will provide after-hours support into the evening or during early morning hours.</p>
<p>Med</p>	<p>Resolution within 2 business days from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail to the entire list.</p>

Low	No resolution time designated. Added to enhancement list or addressed through updates to user documentation.
-----	--

This "Service Schedule" is entered into as of the date of the last signature set forth on the signature page hereto (the "Effective Date"), by and between Versaterm Public Safety US, Inc. and Customer. The Service Schedule and its schedules (if applicable) are incorporated into that certain Master Software and Services Agreement between Customer and Versaterm ("MSA"). The terms and conditions that are specific to this Service Schedule are set forth herein. In the event of a conflict between the provisions of this Service Schedule and the Master Agreement, the provisions of Section 2 a) of the MSA shall control such conflict. Each person signing this Service Schedule has the full authority to execute this Service Schedule.

Versaterm Public Safety US, Inc.:

Monterey County Sheriff's Office (CA):

By: 

(Signature)

By: _____
(Signature)

Name: Adam Schwartz

(Printed Name)

Name: _____
(Printed Name)

Title: CRO

Title: _____

Date: Sep 29, 2025 | 10:46 AM PDT

Date: _____

MASTER SOFTWARE AND SERVICES AGREEMENT

This Master Software and Services Agreement ("MSA") is entered into as of the date of the last signature set forth on the signature page hereto (the "Effective Date"):

BETWEEN:

Monterey County Sheriff's Office (CA) (hereafter referred to as "Customer")

-and-

Versaterm Public Safety US, Inc., a corporation incorporated under the laws of the state of Delaware (hereafter referred to as "Versaterm")

Background

- A. Versaterm (including its affiliates) develops and licenses proprietary software related to public safety agencies.
- B. The Parties contemplate that from time-to-time the Customer will wish to obtain, and Versaterm will provide, a license and associated services from Versaterm to permit the Customer to such software and related materials, all of which shall be governed by the terms and conditions of this MSA.

NOW THEREFORE in consideration of the covenants contained in this MSA, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

For the purposes of this MSA, each Service Schedule, and each Statement of Work, these terms will have the following meanings:

- 1.1. "Authorized User" means an employee, consultant, or contractor of Customer authorized by Customer to access and use the Services on Customer's behalf.
- 1.2. "Confidential Information" means this Agreement, any Service Schedule, the Software, Customer Data and all ideas, designs, business models, databases, drawings, documents, diagrams, formulas, test data, marketing, financial or personnel data, technology, products, sales information, trade services, know-how customer or supplier information, including information provided by such customers or suppliers, or any other information already

furnished or to be furnished or made available by one Party to the other, whether in oral, written, graphic or electronic form including any such information exchanged during informational sessions designated as confidential, including, without limitation, information concerning a Party's actual and potential customers and other Intellectual Property Rights of such Party, provided, however, that Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the receiving Party, whether through breach of this Agreement or otherwise; (ii) that, prior to disclosure by the disclosing Party, was already in the possession of the receiving Party, as evidenced by written records kept by the receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the receiving Party; (iii) independently, custom developed by the receiving Party, by Persons having no direct or indirect access to the disclosing Party's Confidential Information provided that the receiving Party provides clear and convincing evidence of such independent development; (iv) which, subsequent to disclosure, is obtained from a third Person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such information; and (C) on a non-confidential basis; or (v) is further disclosed with the prior written consent of the disclosing Party, but only to the extent of such consent.

- 1.3. "CPI" means (i) for Customer located in Canada the consumer price index published by Statistic Canada on the 1st of the year or (ii) for Customer located in the United States the consumer price index for all urban consumers published by the U.S. Bureau of Labor Statistics on the 1st of the year.
- 1.4. "Customer Data" means collectively any data, files, documentation, or other information: (i) that Customer or any of its Authorized Users may upload to Versaterm Platform when using the Services; and (ii) processed through the use of the Services, excluding Third Party Data and any Versaterm Data.
- 1.5. "Customizations" means all Customer requested modifications made to the Software or User Documentation by or for Versaterm in accordance with the terms of a Service Schedule or Work Order, which shall be at Customer's expense.
- 1.6. "Enhancements" means any changes or additions to the Software, that improve functions, add new functions, improve performance, or correct errors by changes in system design or coding, including but not limited to changes or additions that are made to the Software to provide substantial additional value or utility.
- 1.7. "Fees" means the Subscription Fees, the License Fees, the Maintenance and Support Fees, the Customization Fees, and all other fees and charges charged by Versaterm under this MSA, any Service Schedule, any SOW, or any other attachment.

- 1.8. "Including" means "including without limitation" and is not to be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it.
- 1.9. "Initial Subscription Term" as further defined in Section 3.3 of the MSA.
- 1.10. "Intellectual Property" means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitation, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software (including its source code), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.
- 1.11. "Intellectual Property Rights" means: (a) any and all proprietary rights anywhere in the world provided under: (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) semiconductor chip or mask work law; (vi) trade secret law; (vii) privacy law; or (viii) any other statutory provision or common law principal applicable to this Agreement which may provide a right in either: (A) Intellectual Property; or (B) the expression or use of Intellectual Property; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.
- 1.12. "Licensed Materials" means collectively the Versaterm Platform, Software and the User Documentation.
- 1.13. "Maintenance and Support Fees" means the fees charged by Versaterm in respect of maintenance and support services as further identified in a Service Schedule.
- 1.14. "Open Source Software Components" means software programs, libraries, or distributables (commonly known as "public", "open source" or "free" software) made publicly available by the copyright holders.
- 1.15. "Party" means either Customer or Versaterm and "Parties" means both.
- 1.16. "Person" means any individual, company, corporation, partnership, government or government agency, authority or entity howsoever designated or constituted.
- 1.17. "Point of Access" means Versaterm's, or its subcontractor's, border router, which is used to establish connectivity from the Versaterm Platform to Versaterm's, or its subcontractor's, internet provider, or the public internet.

- 1.18. "Professional Services" all professional services purchased by Customer in respect of the Subscription Services or use of Software (if installed on Customer's premises), including implementation services, data migration, specialized support, training services and any other services as further described in a Service Schedule or Statement of Work.
- 1.19. "Project Kick-Off" means the initial meeting of the Parties or formal start of the project, as may be further defined in a Statement of Work.
- 1.20. "Provisioning" means the Software has been made available and accessible by Versaterm to the Customer by providing the Customer with a log-in.
- 1.21. "Renewal Subscription Term" as defined in Section 3 of this MSA.
- 1.22. "Service Schedule" means the applicable written document, signed by Customer and Versaterm, which incorporates by reference the terms and conditions of this MSA, the terms and conditions of Subscription Service or the terms and conditions regarding use of the Software, any attached SOW, and any other relevant terms and conditions with respect to Customizations, Professional Services, Implementation or the provision of other technical services.
- 1.23. "Software" means the computer programs owned by Versaterm and which are licensed to Customer under a Service Schedule, including: (a) all maintenance modifications (updates and upgrades); (b) Enhancements; (c) Customizations, now developed or to be developed by or for Versaterm during the Term; and (d) all formulas, routines, subroutines, algorithms, concepts, techniques, know-how and ideas implemented or embodied in any of the foregoing, in any form. For the avoidance of doubt, Software excludes Third Party Components.
- 1.24. "Statement of Work" or "SOW" means the applicable written document, signed by Customer and Versaterm or incorporated as part of Service Schedule, under which Versaterm may provide Customer additional Professional Services related to the Software, including training, specialized support and data migration, which shall be attached to the applicable Service Schedule.
- 1.25. "Subscription Fee" means the fees charged by Versaterm in respect of the Subscription Service or in respect of the provision of Software to Customer on an on-premises basis, as further identified in a Service Schedule as further identified in a Service Schedule.
- 1.26. "Subscription Service" means any combination of the following: (i) limited access and use rights to the Versaterm Platform on a hosted basis, (ii) hosting services, (iii) support services, and (iv) any other similar generally applicable services that Versaterm provides to its

customers in accordance with the User Documentation. For the avoidance of doubt, Subscription Services do not include Professional Services.

1.27. "Subscription Term" means the Initial Subscription Term and any Renewal Subscription Terms.

1.28. "Term" means the term set out in Section 3.1.

1.29. "Third Party Data" means any data owned by a third party that the Customer accesses via the Software.

1.30. "Third Party Component" means any components of the Subscription Services provided by third parties, including Open Source Software Components and third party proprietary software or services (e.g. Amazon Web Services (AWS)).

1.31. "Third Party Supplier" means any party who provides products and/or services, including Open Source Software and Third Party Components that contribute to the overall Software provided to the Customer by Versaterm.

1.32. "User Documentation" means the user manuals, guides, and specifications with respect to the operation, use, functions, and performance of the Software, as revised from time to time, and any additional documentation for Customizations produced by Versaterm, in written or online electronic form.

1.33. "Versaterm Platform" means the Software, Versaterm Server and such devices and peripherals physically located with the Versaterm Server, including all computer hardware, software, network elements, and electrical and telecommunications infrastructure located behind the Point of Access.

1.34. "Versaterm Server" means that computer server located at Versaterm's premises, or a third-party provider of hosting and/or network services, that houses the Software.

2. Scope of Agreement

2.1. It is the intention of Versaterm and Customer that, where Software and services are to be provided by Versaterm under this MSA, particular details and terms will be specified in a Service Schedule. If there is a conflict between a Service Schedule and this MSA, the Service Schedule will prevail over the conflicting provisions of this MSA to the extent of the inconsistency but only for the purposes of that Service Schedule. Except for such conflicts, the provisions of this MSA will not be deemed to be amended, cancelled, waived, or released by the execution of a Service Schedule.

2.2. Each Service Schedule shall contain the following minimum information, to the extent the same is applicable:

2.2.1. the express incorporation of this MSA by reference;

2.2.2. a list and description of the applicable Software;

2.2.3. Subscription Term;

2.2.4. Customizations and custom application programming interfaces (“APIs”) if any, to the Software and the terms and conditions upon which same will be provided;

2.2.5. the Fees, including onboarding fees, escrow agreement fees and implementation fees, as applicable;

2.2.6. the License Fee or Subscription Fee for the Software;

2.2.7. the Maintenance and Support Fee;

2.2.8. the site(s) at which the Software are permitted to be installed if Software is installed on Customer’s premises;

2.2.9. the project schedule (which may include project implementation dates, installation dates, training session dates) for the Software;

2.2.10. training, if applicable;

2.2.11. any other terms relating to the maintenance, enhancement or support of the Software; and

2.2.12. any special terms and conditions agreed upon by Versaterm and Customer.

3. Effective Dates.

3.1. This MSA shall have an initial term of three (3) years from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the provisions under Section 19, and shall automatically renew for two (2) consecutive additional one (1) year terms (each a "Renewal Term"), unless either Party provides a written termination notice to the other Party at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. The Initial Term and Renewal Terms, if any, are collectively referred to herein as the “Term”. Notwithstanding any termination or expiration of this MSA, the MSA

shall continue to be in effect until the termination or expiration of the last effective Service Schedule.

- 3.2. Each Service Schedule will be effective from the date set out in such Service Schedule and for the term specified in that Service Schedule.
- 3.3. Upon expiration of each Subscription Term, unless otherwise specified in the applicable Service Schedule, all rights to access and use or the license to use Licensed Materials, as applicable, granted under such Service Schedule and this MSA shall automatically be renewed for additional one (1) year periods, and Versaterm will invoice Customer at the then-current subscription-based price for such additional Subscription Term year at Versaterm's then-current rates, subject to the cap set forth in Section 8.7 (or such other rates mutually agreed by the Parties), unless a Party provides written notice to the other Party to terminate at least sixty (60) days prior to the expiration of the Subscription Term or any renewal term.

4. License

- 4.1. Customer shall have the right to access and use or install and use the Licensed Materials solely as expressly granted or otherwise set forth in this MSA and the applicable Service Schedule.
- 4.2. Provided that Customer is not in default of payment, for the duration the Subscription Term, Versaterm hereby grants to Customer a revocable, limited, non-exclusive, non-sublicensable, non-transferable, and royalty-free license to access and use of the Subscription Service or Licensed Materials identified the Service Schedule for Customer's operations.
- 4.3. Customer shall not:
 - 4.3.1. use, reproduce, display, perform or otherwise exploit the Software except as expressly authorized in this MSA or in a Service Schedule;
 - 4.3.2. copy any of the Software or User Documentation except as reasonably necessary to use the Software for its internal use as authorized herein or in a Service Schedule, and in all cases subject to the confidentiality provisions hereof, and provided that all copyright notices and any other proprietary notices are included;
 - 4.3.3. assign this MSA or transfer, lease, export or grant a sublicense of the Software or the license contained in this MSA to any Person except as expressly authorized herein or in a Service Schedule;

- 4.3.4. decompile, disassemble, reverse engineer, or otherwise access or attempt to gain access to the Software's source code;
 - 4.3.5. give any Person other than its employees, consultants, contractors and/or clients of Customer or other individuals listed pursuant to a Service Schedule access to the Software or;
 - 4.3.6. rent or lend, with or without charge, any system which includes the Software to any Person including clients and customers;
 - 4.3.7. operate at any time on a regular or irregular basis an online or offline customer service bureau involving the Software;
 - 4.3.8. permit (and Customer shall take all necessary precautions to prevent) third parties (including, any parties affiliated or related to Customer) to use the Software in any way that would constitute a breach of this MSA or any Service Schedule;
 - 4.3.9. use any APIs, other than the APIs expressly authorized for use by Versaterm, with the Software or use any authorized APIs in a manner that is not permitted or published by Versaterm;
 - 4.3.10. remove or modify any proprietary marking or restrictive legends placed on the Licensed Materials;
 - 4.3.11. use any device, software, or routine to interfere with the proper working of the Software or to bypass any security features of the Software;
 - 4.3.12. introduce into the Versaterm Platform any viruses, worms, defects, trojan horses, malware, or any items of a destructive nature; or
 - 4.3.13. use the Software or Services in any way that would cause Versaterm to have unescorted access to unencrypted criminal justice information in violation of the FBI Criminal Justice Information Services Security Policy.
- 4.4. Customer shall be solely and exclusively responsible for the supervision, management, and control of Customer's and each of its Authorized User's use of the Licensed Materials and shall require each Authorized User to maintain all passwords and other access credentials with respect thereto.

5. Customer's Obligations

- 5.1. Where the Software will require access and use of the Versaterm Platform, Versaterm shall operate and maintain the Versaterm Platform in accordance with the applicable Service Schedule. Access to the Versaterm Platform may be through a secure connection with the public internet or using a Network Aggregator Provider. Customer acknowledges and agrees that Versaterm is not responsible or liable for any communication over the public internet, or for the Network Aggregator Provider's network or its operation or the Network Aggregator Provider's network's failure to deliver communication to and from the Versaterm Platform on a timely basis.
 - 5.2. Customer shall be fully responsible for the acts and omissions of all Persons that are authorized or otherwise allowed, by Customer, to use or have access to the Software and User Documentation.
 - 5.3. Customer agrees to co-operate with and advise Versaterm of all information which would be reasonably required to permit Versaterm to deliver and, if applicable, install the Software. Customer shall respond promptly to any Versaterm request to provide information, approvals, authorizations or decisions that are reasonably necessary for Versaterm to provide the Software.
 - 5.4. Subject to the terms and conditions of this MSA, each Service Schedule, and if applicable, each SOW, Customer shall provide Versaterm with all reasonable access, which may include remote access, and any necessary escorted supervision to Customer's systems and premises for the purpose of Versaterm performing its obligations pursuant to this MSA, and the failure of Customer to provide such access shall relieve Versaterm of its obligation to perform such obligations.
 - 5.5. Customer shall notify Versaterm immediately of any actual or suspected unauthorized use of any identity, authentication, or authorization credentials for the Versaterm Platform.
6. Ownership
- 6.1. Customer acknowledges and agrees that all rights, title and interests in and to the Licensed Materials, including all Intellectual Property embodied therein, are and shall at all times remain the exclusive property of Versaterm and that, except as expressly set forth herein, no rights, title or interests, including any license, is granted to Customer hereunder by implication, estoppel, or otherwise of any kind whatsoever in or to the Licensed Materials or any portion thereof, except, in each case, for the rights and licenses expressly granted to Customer herein,. Customer further acknowledges and agrees that all Third Party Components are and shall at all times remain the property of the applicable Third Party Suppliers.

- 6.2. Customer shall not remove any Versaterm trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service.
- 6.3. If Customer provides any feedback, comments, suggestions, ideas, descriptions of processes, or other information to Versaterm about or in connection with any Licensed Materials, including any ideas, concepts, know-how or techniques contained therein (collectively, "Feedback"), then Customer hereby grants Versaterm and its affiliates a worldwide, fully paid-up, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to Customer or any restriction or obligation on account of Intellectual Property Rights or otherwise. Without limiting the generality of the foregoing, nothing in this MSA limits Versaterm's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

7. Customer Data and Hosting Provider

- 7.1. Customer hereby grants to Versaterm a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, display, transmit and distribute the Customer Data solely in connection with providing the Licensed Materials to Customer, and improving and developing the Licensed Materials. In addition, Versaterm may analyze Customer Data, and data of other customers, to create aggregated or anonymized statistics or data that do not identify Customer or any individual, and Versaterm may during and after the Term use and disclose such statistics or data in its discretion. Except as specified otherwise in the Agreement, Customer shall be solely responsible for providing, updating, uploading and maintaining all Customer Data.
- 7.2. Customer acknowledges and agrees that Versaterm: (i) will not be responsible for the accuracy, completeness or adequacy of any Customer Data or the results generated from any Customer Data uploaded to the Versaterm Platform and processed by the Software; (ii) has no control over any Customer Data or the results therefrom; (iii) does not purport to monitor Customer Data; and (iv) if Software is installed on Customer premises, shall not be responsible to back up or maintain any back up of the Customer Data or any portion thereof.
- 7.3. Versaterm may change its third party hosting provider ("Hosting Provider") at any time, consistent with commercially reasonable practices. Customer's use of the Licensed Materials is subject to any applicable restrictions imposed by the Hosting Provider. Notwithstanding any other provision of this MSA, Versaterm shall not be liable for any problems, failures, defects or errors with the Licensed Materials to the extent caused by the Hosting Provider. Customer acknowledges that the Fees payable for the Licensed Materials reflect the fact that Versaterm is not responsible for the acts and omissions of the Hosting Provider.

8. Fees and Payment Terms

- 8.1. All Fees applicable to a Service Schedule will be specified therein. All amounts invoiced and due in accordance with the payment terms of the applicable Service Schedule shall be paid by Customer within thirty (30) days of the date of an invoice for such amounts.
- 8.2. Any additional services, such as Professional Services or Customizations, requested by Customer shall be subject to additional Fees, unless otherwise agreed to in writing by the Parties.
- 8.3. All invoices under a Service Schedule will be in writing, reasonably substantiate the charges set out therein and will be emailed by Versaterm to Customer at email address specified in the applicable Service Schedule or may be submitted through an alternative electronic platform as agreed to between the Parties (i.e.: Customer's portal) as identified in the applicable Service Schedule.
- 8.4. In all cases, all undisputed amounts due under this Agreement will be paid by Customer in full without any withholding, set-off, counterclaim or deduction.
- 8.5. If, acting in good faith, Customer disputes any item within an invoice, it shall raise such dispute by written notice to Versaterm prior to the date that payment on such invoice is due, and the Parties shall negotiate in good faith to attempt to resolve the dispute promptly. If the dispute is not resolved within thirty (30) days of the said notice being given, the dispute shall be resolved in accordance with Section 33. Any amounts not disputed in accordance with this section shall be deemed accepted and must be paid by Customer in accordance with Section 8.1.
- 8.6. Versaterm reserves the right to increase the fees on an annual basis, as identified in a Service Schedule, by no more than CPI + 4% with a CPI cap of 5%. Notwithstanding the foregoing, Versaterm may increase fees beyond the cap of CPI + 4% with a CPI cap of 5% for Third Party Components, provided that Versaterm can demonstrate that the fees for the Third Party Component(s) have increased beyond the cap

9. Taxes.

In addition to all charges under a Service Schedule, Customer shall pay to Versaterm all taxes, duties, and other such assessments or charges which may be assessed, levied, or imposed with respect to any Software, services or products provided under a Service Schedule, except taxes based on Versaterm's income and capital. The foregoing provision includes sales, use, service, excise and personal property taxes, whether collected or withheld by Versaterm or otherwise assessed, and any penalty and interest payments related to the foregoing (which penalty and interest payments are not due to any fault on the part of Versaterm) but does not include taxes

for which Customer is exempt by law and for which Customer has provided to Versaterm a bona fide tax exemption certificate prior to such tax becoming due.

10. Confidentiality

10.1. Each Party acknowledges that all Confidential Information consists of confidential and proprietary information. Except as required by law, each Party shall hold Confidential Information of the other Party in trust and confidence for and on behalf of such other Party, and shall take commercially reasonable measures to maintain the confidentiality of the Confidential Information, which measures shall in any event be no less than what such Party would implement to protect its own Confidential Information of a similar nature or value. Each Party agrees not to make use of Confidential Information other than to the extent necessary for the exercise of rights or the performance of obligations under this MSA or any Service Schedule, and not to release, disclose, communicate or otherwise make it available to any third-party other than officers, directors, employees, consultants and contractors of Versaterm or Customer, as applicable, who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this MSA or any Service Schedule.

10.2. Each Party agrees that any breach of this Section 10 ("Confidentiality") may give rise to irreparable damage to the other Party, the injury to the other Party from any such breach would be difficult to calculate, and that money damages would therefore be an inadequate remedy for such breach. Each Party agrees that the other Party will be entitled, in addition to all other remedies that the other Party may have under this MSA, at law or in equity, and without showing or proving any actual damage sustained by it, to a permanent or temporary injunction or other order to restrain any breach, threatened breach or the continuation of any breach of this Section 10.

10.3. Upon the termination or expiration of each Service Schedule, each Party will return to the other Party all Confidential Information with respect to such Service Schedule which is then in its possession or control.

10.4. Notwithstanding the above, Versaterm reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm, saved as part of routine back-ups or as otherwise may be required by law.

11. Representations and Warranties of Versaterm.

Versaterm represents and warrants as follows:

11.1. Versaterm has the power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Versaterm have been duly authorized by Versaterm. This MSA has been duly executed and delivered by Versaterm and is a valid and binding obligation of Versaterm, enforceable in accordance with its terms;

11.2. Neither the entering into of this MSA, nor the performance by Versaterm of any of its obligations under this MSA will contravene, breach, or result in any default under any organizational documents of Versaterm or under any agreement to which Versaterm is a party or by which Versaterm is otherwise bound; and

11.3. Versaterm will use commercially reasonable efforts to ensure that all Software delivered to Customer is, at the time of shipment, free of any known computer software viruses.

12. Representations and Warranties of Customer.

Customer represents, warrants, and covenants, as follows:

12.1. Customer has the corporate power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Customer have been duly authorized by Customer. This MSA has been duly executed and delivered by the Customer and is a valid and binding obligation of the Customer, enforceable in accordance with its terms; and

12.2. Neither the entering into of this MSA, nor the performance by Customer of any of its obligations under this MSA will contravene, breach, or result in a default under the articles, by-laws, constating documents or other organizational documents of Customer or under an agreement or regulatory policy to which the Customer is a party or by which Customer is otherwise bound.

13. Versaterm's Indemnity

13.1. Versaterm will defend at its own expense any claim, proceeding or suit (for purposes of this Section 13, a "Claim") brought against Customer to the extent such Claim alleges that any Licensed Materials provided under a Service Schedule infringes a proprietary right of a third-party which is enforceable within Canada or the United States, and will indemnify and pay all damages finally awarded against Customer by courts of competent jurisdiction on account of such infringement together with all reasonable costs and expenses (including reasonable legal fees as determined by courts of competent jurisdiction) incurred by Customer as a direct result of such Claim, provided Versaterm is given: (i) prompt written notice, however, no later than ten (10) days, of the Claim; (ii) all reasonable information and assistance which it may require to defend the Claim; (iii) sole control of the defense of the

Claim, and all negotiations for its settlement or compromise; and provided further: (iv) that the alleged infringement does not result from any alterations, modifications or enhancements to the Software or Documentation made by Customer or on its behalf by a third-party, or the use or operation of the Licensed Materials in combination with other software, products, data, apparatus or equipment not provided by Versaterm.

13.2. Notwithstanding anything to the contrary in this MSA or any Service Schedule, Versaterm shall not be responsible for any cost, expense or compromise incurred or made by Customer in respect of a Claim without Versaterm's express prior written consent.

13.3. If any Claim has occurred, or in Versaterm's opinion is likely to occur, Versaterm may, at its option and expense:

(i) procure for Customer the right to continue using the applicable Licensed Materials;

(ii) replace or modify the same so that it becomes non-infringing without loss of material functionality; or

(iii) if none of the foregoing alternatives is reasonably available, or available on commercially reasonable terms, at Versaterm's discretion, discontinue the Service and use of the Software and refund to Customer any pre-paid and unused portion of the Fees paid by Customer in respect of use of the Software for the remainder of the then-current portion of the Term.

13.4. Notwithstanding the above Versaterm shall have no obligation for any Claim based upon Third Party Components, which are warranted solely by the individual Third Party Supplier.

13.5. This Section 13 states the entire obligations of Versaterm with respect to any infringement of any Intellectual Property Rights of any third party.

14. Customer's Indemnity

Unless not permissible by law, Customer shall defend at its own expense any Claim brought against Versaterm, its affiliates or any of their respective directors, officers, employees, consultants, contractors or agents (each, a "Versaterm Indemnitee"), to the extent such Claim: (i) alleges, directly or indirectly, that any Customer Data infringes any Canadian or U.S. Intellectual Property Right of a third person; (ii) alleges, directly or indirectly, that Customer's use of the Software, services, or products violates or is contrary to applicable law or that this contract is unenforceable as a matter of policy; or (iii) is in relation to Customer's use of the Software, including contrary to applicable law, except however to the extent Versaterm is obligated to indemnify Customer pursuant to Section 13; provided that Customer is given:

- i. prompt written notice of the Claim or of any allegations or circumstances known to Versaterm which could result in a Claim;
- ii. all reasonable information and assistance from Versaterm, at Customer's expense, which Customer may require to defend the Claim; and
- iii. sole control of the defense of the Claim, and all negotiations for its settlement or compromise thereof; provided that Versaterm's express prior written consent shall be required for any such settlement or compromise that (A) does not fully and irrevocably release all Versaterm Indemnitees from any liability of any kind a full release with respect thereto, (B) limits in any manner Versaterm's right to use, distribute or commercialize any Licensed Materials, or (C) that includes any admission of wrongdoing by or creates or is reasonably likely to create any reputational harm to any Versaterm Indemnitee.

15. Exclusion of Other Warranties and Conditions

15.1. EXCEPT AS EXPRESSLY STATED IN THIS MSA, ANY SERVICE SCHEDULE, OR ANY SOW, THE LICENSED MATERIALS, THIRD PARTY COMPONENTS OR ANY SERVICES PROVIDED HEREUNDER, ANY SERVICE SCHEDULE OR ANY SOW ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. THE REPRESENTATIONS AND WARRANTIES GIVEN BY VERSATERM IN SECTION 11 ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO ANY LICENSED MATERIALS, THIRD PARTY COMPONENTS OR SERVICES PROVIDED UNDER THIS MSA, ANY SERVICE SCHEDULE OR ANY SOW, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. VERSATERM HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY COMPONENTS OR THE ACTS OR OMISSIONS (INCLUDING WITH RESPECT TO THE PROVISION OF ANY SERVICES) OF ANY THIRD PARTY SUPPLIER.

15.2. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF ANY SOFTWARE OR THIRD PARTY COMPONENTS, AND THE RESULTS OBTAINED FROM SUCH USE AND OPERATION, ARE AT THE SOLE AND EXCLUSIVE RISK OF CUSTOMER AND THAT VERSATERM ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY RELIANCE UPON THE RESULTS OBTAINED BY CUSTOMER OR ANY THIRD-PARTY.

16. Exclusion of Indirect Damages.

UNDER NO CIRCUMSTANCES WILL VERSATERM BE LIABLE FOR ANY OF THE FOLLOWING UNDER THIS AGREEMENT FOR ANY REASON: (A) SPECIAL, INDIRECT, CONSEQUENTIAL,

INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITH RESPECT TO LOSS OF PROFITS, REVENUES, CUSTOMERS OR CONTRACTS, LOSS OF USE OF EQUIPMENT, LOSS OF OR DAMAGE TO DATA OR CUSTOMER RECORDS, REPUTATIONAL HARM, OPERATIONAL OR SERVICE INTERRUPTIONS, BUSINESS INTERRUPTION, OR LACK OF AVAILABILITY OF CUSTOMER MATERIALS OR FACILITIES, INCLUDING CUSTOMER'S COMPUTER RESOURCES, SOFTWARE AND ANY STORED DATA (INCLUDING CUSTOMER DATA) OR RECORDS; OR (B) ANY THIRD-PARTY CLAIMS AGAINST CUSTOMER FOR LOSSES OR DAMAGES (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13), IN EACH CASE, EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR EVEN IF SAME WERE REASONABLY FORESEEABLE.

17. Limitation of Direct Damages.

THE TOTAL AGGREGATE LIABILITY OF VERSATERM UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT CUSTOMER PAID VERSATERM FOR THE SERVICES PURSUANT TO WHICH SUCH LIABILITY AROSE OR IS ASSOCIATED DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM GIVING RISE TO THE LIABILITY AROSE. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES ARISING FROM VERSATERM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

18. Insurance.

Versaterm shall secure and maintain insurance coverage throughout the MSA and any Service Schedule in amounts that it deems reasonable in its sole discretion.

19. Termination.

In addition to any other rights or remedies hereunder:

19.1. Either Party may terminate this MSA or any Service Schedule for convenience by providing thirty (30) days written notice to the other Party;

19.2. Versaterm may terminate this MSA and/or any Service Schedule at any time on giving Customer notice in writing if: (i) Customer infringes any copyright or other Intellectual Property Right or other industrial or proprietary right of Versaterm; (ii) in Versaterm's reasonable judgment, Customer's use of the Software poses a security risk to the Software or any third party; (iii) Customer fails to pay in full any sum owed by it under this MSA or Service Schedule within thirty (30) days of the due date therefor; or (iv) Customer fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (iv) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to Customer requiring Customer to cure such failure.

19.3. In the event Customer becomes unable to pay future amounts due under any Service Schedule or SOW due to a material reduction in or cancellation of public funding, Customer may terminate the applicable Service Schedule or SOW upon thirty (30) days' written notice to Versaterm, and Versaterm shall be entitled to retain any advance payments made by Customer to Versaterm.

19.4. Subject to applicable law, Customer may terminate this MSA immediately upon giving written notice to Versaterm if Versaterm: (i) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (ii) is unable to pay its debts as they mature; (iii) has a receiver and/or manager appointed over its assets or an application is made to do so; (iv) becomes bankrupt or insolvent or commits an act of bankruptcy or (v) Versaterm fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (v) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to Customer requiring Customer to cure such failure.

20. Orderly Termination

20.1. Upon any termination or other expiration of a Service Schedule or SOW or this MSA, each Party shall forthwith return to the other Party all Confidential Information, documentation, papers, material, and other property of the other Party in its possession or control.

20.2. In addition to the obligations in Section 20.1 above, upon termination of a Service Schedule or upon expiration of the License Term for Software which is not renewed in accordance with the Service Schedule, Customer shall:

20.2.1. immediately discontinue use of the Licensed Materials;

20.2.2. ensure that all Persons using the Licensed Materials pursuant to this MSA cease all use thereof;

20.2.3. promptly (and in any event within five (5) days) return to Versaterm all copies of the Licensed Materials in its (or any Authorized Users' or other Persons' to whom it provided access to any Licensed Materials) possession or control;

20.2.4. permanently erase all Licensed Materials, in whole or in part, from all computer systems, storage devices and other electronic recording systems in Customer's possession or control and cause each Authorized User and each other Person to whom it provided access to any Licensed Materials to do the same;

20.2.5. deliver within thirty (30) calendar days of such termination or expiration a certificate certifying that Customer and all such Persons to whom Customer has provided access to any Licensed Materials have complied with the terms of this Section 20.2, as applicable; and

20.2.6. pay Versaterm the full amount of any charges outstanding, including for any Professional Services performed, as of the date of termination, if any, whether invoiced or not (including any amounts due as late payment charges), and all other monies owing to Versaterm.

21. Suspension

If Customer has materially violated the MSA or any Service Schedule, including failure to pay any Fees or any portion thereof when due (other than invoiced amounts disputed in good faith pursuant to Section 8.6), Versaterm may immediately suspend Customer's and each of its Authorized Users' right to access or use any Licensed Materials (including access to the Versaterm Platform) or receive any Services.

22. Relationship

This MSA and each Service Schedule and SOW are agreements between separate legal entities and neither Party is the agent, employee, or partner of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves. Neither Party shall have the right to bind the other to any Service Schedule with a third-party or to incur any obligation or liability on behalf of the other Party.

23. Notices.

Unless specified otherwise in a Service Schedule, all notices, requests, demands and other communications under this MSA and each Service Schedule shall be in writing and shall only be duly given:

23.1. on the date of sending if sent by email to the email address indicated in Section 23.2; or

23.2. on the third business day after posting if sent, during normal postal conditions, by registered or certified mail to the Party for which it is intended and addressed as follows:

To Versaterm at:

Versaterm Public Safety US, Inc.

1 North MacDonald, Suite 500

Mesa, Arizona, USA

85201

Attention: Legal Department

E-mail: legal@versaterm.com

With copy to:

Versaterm Public Safety Inc.

1331 Clyde Avenue, Suite 400

Ottawa, Ontario, Canada

K2C 3G4

To Customer at:

Monterey County Sheriff's Office (CA)

1414 Natividad Rd, Salinas, CA 93906, United States

Attention: Nicole Davis

Email: DavisNL@countyofmonterey.gov

24. Waiver.

Any waiver of, or consent to depart from, the requirements of any provision of this MSA or a Service Schedule or SOW shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this MSA shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right. No amendment or variation to this MSA shall be effective unless signed in writing by both Parties.

25. Assignment.

Customer may not assign any rights or benefits under this MSA (including any Service Schedules or SOWs), in whole or in part, to any Person without the express prior written consent of Versaterm. Versaterm, with the consent of Customer which shall not be unreasonably withheld, may assign its rights and benefits under this this MSA (including any Service Schedules or SOWs) to any Person by providing written notice to the Customer and may contract with any other Person to perform its obligations under this MSA (including any Service Schedules or SOWs). Notwithstanding the foregoing, Versaterm may assign its rights and benefits under this MSA (including any Service Schedules or SOWs) to any Person without providing written notice to the Customer if such assignment is due to a corporate restructure, merger, or acquisition.

26. Force Majeure.

Except as expressly provided otherwise in a Service Schedule, dates and times by which Versaterm or Customer is required to render performance (other than dates and times for payment of money) under a Service Schedule or SOW shall be postponed automatically to the extent and for the period of time that Versaterm or Customer, as the case may be, is prevented from meeting them by reason of any causes beyond its reasonable control, provided the Party prevented from rendering performance notifies the other Party promptly and in detail of the commencement and nature of such a cause, and provided further that such Party uses its commercially reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

27. Severability.

If any provision of this MSA or any Service Schedule or SOW is determined to be invalid or unenforceable by a court of competent jurisdiction from which no further appeal lies or is taken, that provision shall be deemed to be severed herefrom, and the remaining provisions of this MSA, Service Schedule or SOW shall not be affected thereby and shall remain valid and enforceable.

28. Survival.

All obligations accrued to the date of termination as well as the Sections of this MSA listed below shall survive the termination of this MSA and any Service Schedule or SOW made pursuant to this MSA for as long as necessary to permit their full discharge: 1, 4.2, 6, 8, 9, 10, 13, 14, 15, 16, 17, 20, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42.

29. Headings

Section headings used in this MSA or any Service Schedules or SOWs are for convenience of reference only and shall not be construed as defining, limiting, or describing the scope or intent of this MSA or of the Service Schedule or SOW, as applicable.

30. Currency

Unless otherwise specified, all references to monetary amounts, including the symbol "\$", are in respect of American Dollars.

31. Benefits

This MSA and any Service Schedule or SOW made pursuant to this MSA shall be binding upon and ensure to the benefit of the Parties and their respective successors and permitted assigns.

32. Interpretation

In this MSA and each Service Schedule, words in the singular number include the plural and vice versa; words in the masculine gender include the feminine and neutral genders.

33. Good Faith Discussions

Prior to the commencement of any legal proceeding under this MSA or any Service Schedule or SOW, all claims must be raised for good faith discussion between authorized representatives of both Parties with authority to resolve the dispute. Should the claims not be resolved within thirty (30) days of the date of the first request such discussion, each Party shall be free to pursue its legal remedies pursuant to the terms of this MSA.

34. Amendments.

None of this MSA, and Service Schedule or any SOW shall be changed or amended except in writing by an amendment executed by authorized representatives of each Party.

35. Governing Law.

35.1 This MSA, each Service Schedule and each SOW as well as any matters relating to this MSA, any Service Schedule or any SOW, shall be construed and governed by and in accordance with the laws of the State or Province of the Customer and the applicable federal laws of the Customer's country (excluding any conflict of laws rule or principles that might refer such construction to the laws of another jurisdiction). Venue of any litigation arising out of this MSA shall lie exclusively in Monterey County Superior Court or the Federal District Court for the Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

35.2 Notwithstanding the above, if the Customer is located outside of North America, this MSA, each Service Schedule and each SOW as well as any matters relating to this MSA, any Service Schedule or any SOW, shall be construed and governed by and in accordance with the laws of the State of Delaware and the applicable federal laws of the United States of America (excluding any conflict of laws rule or principles that might refer such construction to the laws of another jurisdiction).

36. Entire Agreement.

36.1. This MSA, together with each Service Schedule and SOW and all schedules attachments and exhibits hereto and thereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, negotiations, undertakings, and discussions, whether oral or written, are superseded by this MSA and there are no

warranties, representations, or covenants between the Parties in connection with this MSA, except as specifically set forth or referred to in this MSA.

36.2. Each Party acknowledges that it has not been induced to enter into this MSA or any Service Schedule by any representations, warranties or covenants not expressly stated herein or therein.

36.3. The Parties agree that any terms or conditions set forth in a purchase order, acknowledgement or any other document or response issued by Customer shall not apply to this MSA or any Service Schedule or SOW shall be deemed automatically rejected by Versaterm without need of any further or additional notice of rejection and void and of no effect.

37. Consultants and Agents.

Customer shall ensure that its employees, consultants, contractors and agents comply with the terms and conditions of this MSA and any Service Schedule or SOW to the extent that such Persons are entitled or obligated under the terms hereof or thereof to exercise any rights or perform any obligations hereunder or thereunder. Customer shall be responsible for the actions of all such employees, consultants, contractors and agents.

38. Publicity/Press Releases.

Versaterm may reference the existence of this MSA and the business relationship between the Parties for the purposes of: (a) issuing press releases to announce the beginning or continuation, as applicable, of the business relationship between the Parties; or (b) referencing Customer as a customer of Versaterm including in Versaterm's customer list and other marketing materials.

39. Counterparts.

This MSA, any Service Schedule and any SOW or part thereof or attachment thereto may be executed in any number of counterparts and by exchange of signature pages by electronic mail or by any other electronic means. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement. The execution of this MSA, any Service Schedule or SOW by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the parties hereto. Such electronic signatures may be used by the parties in lieu of the original signature page[s] of this MSA, any Service Schedule or SOW for any and all purposes.

40. United Nations.

Pursuant to Article 6 of the United Nations convention on contracts for the International Sale of Goods ("UN Convention"), the Parties agree that the UN Convention shall not apply to this MSA.

41. Extending pricing

Subject to Versaterm’s discretion, Customer may extend pricing, terms and conditions of this Agreement to other governmental entities that have signed an intergovernmental agreement with the Customer to be system users.

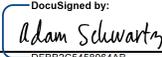
42. Language

The Parties have expressly required that this MSA and all documents and notices relating hereto be drafted in English.

Agreed to and on behalf of:

Versaterm Public Safety US, Inc.:

Monterey County Sheriff's Office (CA):

By: 
(Signature)

By: _____
(Signature)

Name: Adam Schwartz
(Printed Name)

Name: _____
(Printed Name)

Title: CRO

Title: _____

Date: Sep 29, 2025 | 10:46 AM PDT

Date: _____

UNIFIED FRANCHISE AGREEMENT
FOR THE
EXCLUSIVE COLLECTION OF SOLID WASTE, RECYCLABLES AND
ORGANIC WASTE IN UNINCORPORATED MONTEREY COUNTY

BETWEEN
COUNTY OF MONTEREY

AND

USA Waste of California, Inc. DBA Carmel Marina Corporation



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THIS UNIFIED FRANCHISE AGREEMENT ("Agreement") is made and entered into as of the last date opposite the respective signatures by and between the County of Monterey, a political subdivision of the State of California ("COUNTY"), and USA Waste of California, Inc. ("CONTRACTOR"), (hereafter collectively referred to as "the parties").

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code Section 40000, et seq.) has established a solid waste management process which requires local agencies to implement source reduction, reuse and recycling as integrated waste management practices; and

WHEREAS, the State of California has found and declared that the amount of waste materials generated in California, coupled with diminishing disposal capacity, interest in minimizing potential environmental impacts from landfills, and the need to conserve natural resources have created an urgent need for state and local agencies to enact and implement an aggressive integrated waste management program. The State has through the enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State Agency, and all local agencies to promote a reduction in landfill disposal, maximize the use of waste reduction, re-use, recycling, and composting options in order to reduce the amount of material that must be disposed; and

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities to support achievement of state-wide organic waste disposal reduction targets; and

WHEREAS, pursuant to California Public Resources Code Section 40059, the County has determined that the public health, safety and well-being require that an exclusive franchise agreement for solid waste, recyclables, and organic waste collection services be awarded to a qualified company for the collection and subsequent transfer, transportation, recycling, processing and/or disposal of certain solid waste, recyclables, and organic waste; and

WHEREAS, CONTRACTOR has demonstrated to the COUNTY that it has the experience, responsibility, and qualifications to conduct the services detailed herein for the collection, safe transportation and processing or disposal of materials as described herein; and

WHEREAS, CONTRACTOR desires to engage in the business of collecting certain solid waste, recyclables, and organic waste; and

WHEREAS, COUNTY wishes to utilize the CONTRACTOR's services to offer solid waste, recyclables, and organic waste collection services to Single Family Dwellings, Multi-Family Dwellings and Commercial premises. COUNTY therefore grants CONTRACTOR the franchise described herein on the terms and conditions established hereby.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and consideration contained herein, COUNTY and CONTRACTOR hereby agree as hereinafter set forth:

1. **DEFINITIONS.**

For the purpose of this Unified Franchise Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

- 1.1. **AB 341.** The Mandatory Commercial Recycling Law, signed into law January 2012 and as defined now and into the future under Division 30 of the Public Resources Code, requiring businesses and multi-family facilities of a certain size waste stream to conduct Recycling onsite through subscribed services or Self-Hauling to achieve an increase in Diversion from landfilling and reduce greenhouse gases.
- 1.2. **AB 876.** The Assembly Bill approved by the Governor of the State of California on October 8, 2015, which added Section 41821.4 to the Public Resources Code, relating to Solid Waste as amended, supplemented, superseded, and replaced from time to time.
- 1.3. **AB 901.** The Assembly Bill approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 and added Section 41821.6, 41821.7 and 41821.8 to the Public Resources Code relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.
- 1.4. **AB 939.** The California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.), as it may be amended from time to time.
- 1.5. **AB 1594.** The Assembly Bill approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.
- 1.6. **AB 1826.** The Mandatory Commercial Organics Recycling Law, signed into law October 2014 and as defined now and in the future under Division 30 of the Public Resources Code, requiring businesses of a certain size waste stream and waste profile to Recycle their Organic Wastes.
- 1.7. **Agreement.** The written document and all amendments thereto between COUNTY and CONTRACTOR governing the provision of Collection Services as provided herein, including all exhibits hereto, as it may be amended from time to time.
- 1.8. **Agreement Year.** A twelve-month period beginning on January 1 and ending on December 31.
- 1.9. **Alternative Daily Cover (ADC).** Disposal Facility cover material, at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control vectors, fires, odor, blowing litter and scavenging, as defined in Title 27, Section 20164 of the California Code of Regulations.
- 1.10. **Applicable Law.** Any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.
- 1.11. **Bin.** A metal or plastic container, with volumetric capacity of one (1) to eight (8) cubic

yards, featuring a hinged lid(s) and wheels (where appropriate) that is serviced by a front-end loading collection vehicle; “Bins” may also include compactors attached to increase capacity. Bins are sometimes also known as dumpsters.

- 1.12. **Board.** The Board of Supervisors of Monterey County.
- 1.13. **Bulky Items.** Discarded materials, such as large and small household appliances (including refrigerators), furniture, carpets, mattresses, White Goods, clothing, and oversized Green Waste such as tree trimmings and large branches, bagged Solid Waste, and similar large items which can be handled by two (2) people; or some combination of such items in a Container the dimensions of which Container does not exceed four feet by four feet by two feet (4’x4’x2’) and weighing no more than seventy-five (75) pounds, which are attributed to the normal activities of a Customer. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. Bulky Items do not include items herein defined as Unacceptable Waste or Construction and Demolition Debris.
- 1.14. **Calendar Year.** A period of twelve (12) months beginning January 1st and ending December 31st.
- 1.15. **Cart.** A heavy plastic receptacle with a rated capacity of at least twenty (20) gallons and not more than ninety-six (96) gallons, having a hinged tight-fitting lid, and two (2) wheels, that is approved by COUNTY and is colored and labeled as designated by COUNTY.
- 1.16. **Change in Law.** The adoption, promulgation, or modification of any Applicable Law occurring after the effective date of this Agreement.
- 1.17. **Collect/Collection.** To pick up, transport, and remove Solid Waste, Recyclables, Organic Waste, Food Waste, Christmas trees, Bulky Items, E-Waste, CED's, Universal Waste, Used Oil and Used Oil Filters, and/or Construction and Demolition Debris.
- 1.18. **Collection Services.** SFD Collection Services, MFD Collection Services and Commercial Collection Services.
- 1.19. **Commercial.** A business establishment and/or industrial facility including, but not limited to, governmental, specifically including COUNTY, religious, and educational facilities.
- 1.20. **Commercial Collection Services.** Commercial Solid Waste Collection Service, Commercial Recyclables Collection Service, and Commercial Organic Waste Collection Service.
- 1.21. **Commercial Customer.** Any Commercial entity utilizing a Container for the set out and accumulation of Solid Waste.
- 1.22. **Commercial Edible Food Generators** includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified in 14 CCR Section 18982(a)(7).
- 1.23. **Commercial Organic Waste Collection Service.** The Collection of Organic Waste from Commercial Customers in the Service Area, delivery of the Organic Waste to an Organic Waste Processing Facility, and the processing and marketing of the Organic Waste.
- 1.24. **Commercial Recyclables Collection Service.** The Collection of Recyclables from Commercial Customers in the Service Area, the delivery of the Recyclables to a

- Recyclables Processing Facility, and the processing and marketing of the Recyclables.
- 1.25. **Commercial Solid Waste Collection Service.** Collection of Solid Waste from Commercial Customers in the Service Area and delivery of the Solid Waste to the Disposal Facility.
 - 1.26. **Compactor.** A machine or device designed to compress, reduce, and compact a variety of materials through hydraulic, mechanical, or pneumatic force.
 - 1.27. **Compost.** The product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. "Compost" includes vegetable, yard, and wood wastes which are not hazardous waste.
 - 1.28. **Composting.** The controlled or uncontrolled biological decomposition of organic wastes.
 - 1.29. **Construction and Demolition Debris (C&D).** Used or discarded materials removed from premises during construction or renovation of a structure resulting from construction, remodeling, repair or demolition operations on any house, or residential property, commercial building, pavement, or other structure. Construction and Demolition Debris includes rocks, soils, tree remains and other Green Waste which results from land clearing or land development operations in preparation for construction. Construction and Demolition Debris is normally Collected in a Roll-Off Container.
 - 1.30. **Consumer Electronic Device or CED.** Discarded electronic devices that the California Department of Toxic Substances Control (DTSC) has determined to be a covered electronic device. CEDs include cathode ray tube (CRT) devices (including televisions and computer monitors); LCD desktop monitors; laptop computers with LCD displays; LCD televisions; plasma televisions; portable DVD players with LCD screens; and other electronic devices as may be added by the DTSC from time to time.
 - 1.31. **Container.** Carts, Bins or Roll-Off Containers used for Collection of Solid Waste, Recyclables, or Organic Waste.
 - 1.32. **Contamination.** (a) Material placed in a Recyclables Container other than Recyclables in quantities greater than 10%, as observed and documented by CONTRACTOR personnel, (b) Material placed in an Organic Waste Container other than Organic Waste in quantities greater than 3%, as observed and documented by CONTRACTOR personnel, and (c) Unacceptable Waste in any quantity in any Container.
 - 1.33. **Contract Administrator.** The Director of Health or his/her designee.
 - 1.34. **CONTRACTOR.** USA Waste of California, Inc.
 - 1.35. **COUNTY.** The County of Monterey, a political subdivision of the State of California.
 - 1.36. **COUNTY Clean-up Service.** The Collection of Solid Waste, Recyclables, Organic Waste, Bulky Items, E-Waste, CED's, or Universal Waste, by CONTRACTOR resulting from written requests from COUNTY for temporary clean-up of those materials and the transport and delivery of the Collected materials to the appropriate facilities.
 - 1.37. **County Code.** Codified ordinances adopted by the COUNTY Board, as such ordinances may be amended from time to time.
 - 1.38. **COUNTY Facilities.** Any building, structure, yard, park, or any other facility owned, leased, or operated, by the COUNTY, or any subsidiary public entity of the COUNTY, as

set forth in the column titled "Facility" of Exhibit 10 to this Agreement, regardless of where within the Service Area such facility is located.

- 1.39. **Customer.** A Generator of Solid Waste, Recyclables, Organic Waste, Bulky Items, E-Waste, CED's, Universal Waste, Christmas Trees, Used Oil and Used Oil Filters, or Construction and Demolition Debris within COUNTY'S jurisdiction, including all owners and/or occupants of Commercial premises, Multi-Family Dwellings, and Single Family Dwellings in the COUNTY, unless an exception under Section 2.3 applies.
- 1.40. **Difficult to Serve.** A set-out site for Containers via a road (or driveway) which has any of the following features:
 - 1.40.1. Is less than two 9-foot traffic lanes (or with respect to a driveway, at least 12 feet width);
 - 1.40.2. A grade greater than fifteen (15) percent;
 - 1.40.3. An obstructed vertical clearance of less than fifteen (15) feet;
 - 1.40.4. A turn radius of less than fifty (50) feet;
 - 1.40.5. Is more than one hundred (100) feet from the public road; or
 - 1.40.6. Is deemed by CONTRACTOR to pose a risk to CONTRACTOR equipment or personnel.
- 1.41. **Disposal.** The final processing and disposition of materials Collected by CONTRACTOR under the terms of this Agreement.
- 1.42. **Disposal Facility.** The MRWMD Disposal Facility, the SVSWA Disposal Facilities, and the Madison Lane Transfer Station.
- 1.43. **Divert.** To make use of discarded materials for any purpose and, therefore, to avoid Disposal of such material at the Disposal Facility.
- 1.44. **Dwelling Unit.** Any individual living unit in a Single Family Dwelling (SFD) or Multi-Family Dwelling (MFD) structure or building, a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, residential living other than a hotel or motel.
- 1.45. **Edible Food** means food intended for human consumption. For purposes of this Agreement, Edible Food is not Organic Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- 1.46. **Employee Housing.** Premises provided by or on behalf of an agricultural employer Customer in connection with agricultural employment including not only buildings but any living quarters, such as a tent, bunkhouse, maintenance-of-way car, mobile home, manufactured home, recreational vehicle, travel trailer or other housing accommodation established by the County.
- 1.47. **Employee Housing Customer.** A Person who provides Employee Housing within the Service Area.
- 1.48. **E-Waste.** Waste that is powered by batteries or electricity, such as computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, compact disc players/recorders,

calculators and certain items also defined as Covered Electronic Devices (CED's).

- 1.49. **Fixed Body Vehicle.** Any wheeled vehicle that does not rely on a Roll-Off Container or other detachable Bin or Container to Collect, contain and transport material. Dump trucks shall be considered Fixed Body Vehicles.
- 1.50. **Food Recovery** means actions to collect and distribute food for human consumption which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- 1.51. **Food Recovery Organization** means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:
 - 1.51.1. A food bank as defined in Section 113783 of the Health and Safety Code;
 - 1.51.2. A non profit charitable organization as defined in Section 113841 of the Health and Safety Code; and
 - 1.51.3. A non profit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.
- 1.52. **Food Recovery Service** means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery.
- 1.53. **Food Waste.** All Source-Separated organic material originally acquired for animal or human consumption, including, but not limited to: vegetable waste, fruit waste, grain waste, dairy waste, meat waste, fish waste; and compostable paper (only if accepted by the processing facility).
- 1.54. **Force Majeure.** Any acts of God, such as landslides, lightning, fires, storms, floods, pestilence, freezing, and earthquakes; explosions, sabotage, civil disturbances, acts of a public enemy, wars, blockades, riots, or other industrial disturbances, eminent domain, condemnation or other taking, or other events of a similar nature, not caused or maintained by COUNTY or CONTRACTOR, which event is not reasonably within the control of the party claiming the excuse from its obligations due to such event, to the extent such event has a significant and material adverse effect on the ability of a party to perform its obligations thereunder. Force Majeure shall include power outages, fuel shortages, and the first seven days of labor disruptions (e.g., strikes, work stoppage or slowdown, sickout, lockout, picketing or other concerted job action conducted by CONTRACTOR'S employees or directed at CONTRACTOR or subcontractor). Force Majeure shall include a Change in Law if such Change in Law prohibits a party's performance hereunder. Notwithstanding the foregoing, (i) no failure of performance by any subcontractor of CONTRACTOR shall be a Force Majeure unless such failure was itself caused by a Force Majeure; (ii) except as provided herein, no event which merely increases CONTRACTOR'S cost of performance shall be a Force Majeure; and (iii) no event, the effects of which could have been prevented by reasonable precautions, including compliance with agreements and applicable laws, shall be a Force Majeure.
- 1.55. **Generator.** A Person, Commercial business or any other entity that produces Solid Waste, Recyclables, Organic Waste, Bulky Items, Christmas Trees, Universal Waste, E- Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris.

- 1.56. **Green Waste.** Untreated and unpainted wood, pruning, brush, leaves, or grass clippings and such other types of yard waste resulting from normal yard and landscaping maintenance. Green Waste must be generated by the Customer and at the service address wherein the Green Waste is Collected, segregated from Solid Waste at the source of generation and set out by the Customer for Collection. Green Waste does not include items herein defined as Unacceptable Waste.
- 1.57. **Hazardous Waste.** Any material, substance, waste or component thereof which poses an actual or potential risk to public health and safety or the environment by virtue of being actually or potentially toxic, corrosive, bioaccumulative, reactive, ignitable, radioactive, infectious or otherwise harmful to public health and safety or the environment, and which requires special handling under any present or future federal, state or local law, excluding de minimis quantities of waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe Collection, recycling, treatment and Disposal of household hazardous waste in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- 1.58. **Large Event.** An event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and served an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system or other open space when being used for an event.
- 1.59. **Large Venue.** A permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, amusement park, conference or civil center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR Division 7, Section 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues on the site, is a single Large Venue.
- 1.60. **Large Venue Collection Service.** Collection of Solid Waste, Recyclables, Organic Waste, and other materials as appropriate at Large Events.
- 1.61. **MFD Collection Service.** MFD Solid Waste Collection Service, MFD Recyclables Collection Service, MFD Organic Waste Collection Service, and Temporary Collection Service.
- 1.62. **MFD Customer.** A Multi-family Dwelling that provides for the set-out and accumulation of Solid Waste through the use of shared Containers.
- 1.63. **MFD Organic Waste Collection Service.** Collection of Organic Waste from MFD Customers in the Service Area, delivery of the Organic Waste to the appropriate Organic Waste Processing Facility, and processing and marketing of the Organic Waste.
- 1.64. **MFD Recyclables Collection Service.** Collection of Recyclables from MFD Customers in the Service Area, delivery of the Recyclables to the appropriate Recyclables Processing Facility, and processing and marketing of the Recyclables.
- 1.65. **MFD Solid Waste Collection Service.** Collection of Solid Waste from MFD Customers in the Service Area and delivery of the Solid Waste to the appropriate Disposal Facility.

- 1.66. **Monterey Regional Waste Management District dba ReGen Monterey (MRWMD).** That portion of the Service Area as set forth in Exhibit 6.
- 1.67. **MRWMD Construction and Demolition Debris Processing Facility.** The C&D Processing facility operated by the MRWMD and located at the Monterey Peninsula Landfill or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Monterey Regional Waste Management District.
- 1.68. **MRWMD Disposal Facility.** The Monterey Peninsula Landfill located at 14201 Del Monte Blvd., Marina, CA 93933 or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Monterey Regional Waste Management District.
- 1.69. **MRWMD Organic Waste Processing Facility.** The Organic Waste Processing facility operated by the MRWMD and located at the Monterey Peninsula Landfill or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the MRWMD.
- 1.70. **Multi-family Dwelling or MFD.** Any residence, or group of residences, with three (3) or more Dwelling Units, including any flat, apartment, duplex, triplex, condominium, town home or other premises, other than a hotel or motel, used for housing persons, including such premises when combined in the same building with Commercial establishments, and serviced with one (1) or more common Containers.
- 1.71. **Non-Collection Notice.** A form developed by CONTRACTOR, in a form and substance satisfactory to COUNTY, and provided at CONTRACTOR'S cost, on which CONTRACTOR has provided CONTRACTOR'S phone number and indicated the reasons for CONTRACTOR'S refusal to Collect material, giving reference to the section of this Agreement which has been violated, and which gives grounds for CONTRACTOR'S refusal either in writing or by means of a check system. Non- Collection Notices may be given in-person, by mail or electronically.
- 1.72. **On-Call Collection Service.** The periodic Collection of Bulky items, CED's, E-Waste, and/or U-Waste from SFD, MFD, Commercial, and Employee Housing Customers in the Service Area and the delivery of the Collected materials to the appropriate Disposal or Processing Facility.
- 1.73. **Organic Waste.** Food Waste, Green Waste, soiled paper and those materials agreed upon by the parties from time to time for Collection and recycling under this Agreement which are segregated from Solid Waste at the source of generation by the Customer and set out for Collection. This definition is subject to change based on what is accepted at the Organic Waste Processing Facility.
- 1.74. **Organic Waste Processing Facility.** The Monterey Regional Waste Management District (MRWMD) Food Waste Processing Facility and the Salinas Valley Solid Waste Authority (SVSWA) Food Waste Processing Facility.
- 1.75. **Person.** An individual, firm, agency, company, cooperative, public or private corporation, association, partnership, limited partnership, consortium, joint venture, limited liability company, commercial entity, trust, regulatory authority, governmental entity, or any other legal entity.
- 1.76. **Processing Residues.** Materials remaining after the processing of Recyclables, Organic Waste, Bulky Items and Construction and Demolition Debris, which cannot

reasonably be Diverted from the landfill.

- 1.77. **Rebuilt Vehicle.** For purposes of this Agreement, “rebuilt” means, at a minimum, replacement of worn parts and reconditioning or replacement of hydraulic systems, transmissions, differentials, electrical systems, engines, and brake systems. In addition, the rebuilt vehicle must be repainted, and its tires must have at least eighty-five (85) percent of tread remaining.
- 1.78. **Recyclables.** Those materials designated in this Agreement for Collection and recycling under this Agreement which are segregated from Solid Waste by the Customer at the source of generation and set out for Collection. Recyclables include those materials defined by COUNTY, including newsprint (including inserts, coupons and store advertisements); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, milk and juice cartons, office ledger paper, legal pad backing, shoeboxes and telephone books); glass containers, (including brown, clear blue and green glass bottles and jars); aluminum, (including beverage containers and foil products); small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel including “tin” cans, aerosol cans (empty, non-toxic products) and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; all plastics (#1-7), except expanded Polystyrene (EPS); aseptic packaging; textiles; dry cell household batteries when placed on the Recyclables Cart in a sealed heavy-duty plastic bag; and those materials as may be added in accordance with Section 19 of this Agreement. This list of Recyclables is subject to change based on what is accepted at the Recyclables Processing Facilities.
- 1.79. **Recyclables Processing Facility.** Any facility selected by CONTRACTOR, and approved by COUNTY, that is designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclables, scrap metal, wood, asphalt, concrete and other inert materials for sale or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreements with the Salinas Valley Solid Waste Authority or the Monterey Regional Waste Management District.
- 1.80. **Recyclables Processing and Marketing.** Recycling, including, but not limited to the receipt, storage, sorting, cleansing, treating, bailing, shipping, and/or reconstituting of Recyclables including Recyclables recovered from the Solid Waste stream, at a facility which has adequate capacity to process the Recyclables Collected pursuant to this Agreement, and to return those Recyclables to the economic mainstream in a form that meets the requirements for greatest marketability. Without limiting the foregoing, Recyclables Processing and Marketing includes the pursuit and/or creation of markets for processed Recyclables in accordance with the provisions of this Agreement and plans submitted hereunder.
- 1.81. **Residential Dwelling.** A Single Family Dwelling or Multi-Family Dwelling.
- 1.82. **Roll-Off Container.** A metal Container of between ten (10) and fifty (50) cubic yards that is normally loaded onto a motor vehicle and transported to an appropriate facility. A Roll-Off Container may be open topped or enclosed with or without a compaction unit.
- 1.83. **Roll-Off Collection Services.** The service provided to Customers for the Collection of discarded material using a Roll-Off Container, as described in Section 8.

- 1.84. **Roll-Out Collection Services.** The provision of SFD Collection Services to those Customers requiring or requesting that Collection occur at an on-premises site instead of at the curb or roadway.
- 1.85. **Salinas Valley Solid Waste Authority (SVSWA).** That portion of the Service Area as set forth in Exhibit 6.
- 1.86. **SB 1383** means Senate Bill 1383 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7 and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in statewide effort to reduce emissions of short-lived climate pollutants. For purposes of this Agreement, SB 1383 specifically refers to the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle that created Chapter 12 of 14 CCR and amended portions of regulations of 14 CCR and 27 CCR.
- 1.87. **Self-Haul Customer.** A Generator of Solid Waste, Recyclables, Organic Waste, Bulky Items, E-Waste, CED's, Universal Waste, Christmas Trees, Used Oil and Used Oil Filters, and/or Construction and Demolition Debris within the COUNTY'S jurisdiction who delivers materials to a facility permitted to accept the material rather than to CONTRACTOR.
- 1.88. **Service Area.** The unincorporated areas of the County of Monterey, California and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the term of this Agreement.
- 1.89. **Service Commencement Date.** January 1, 2025.
- 1.90. **SFD Collection Service.** SFD Solid Waste Collection Service, SFD Recyclables Collection Service, SFD Organic Waste Collection Service, On-Call Collection Service and Used Oil Collection Service. All SFD premises in the COUNTY shall have Solid Waste, Recyclables and Organic Waste Collection Services unless an exception under this Agreement applies.
- 1.91. **SFD Customer.** A Single-Family Dwelling, or a Multi-Family Dwelling wherein each individual Dwelling Unit subscribes for the set-out and accumulation of Solid Waste through the use of non-shared Carts.
- 1.92. **SFD Organic Waste Collection Service.** Collection of Organic Waste from SFD Customers in the Service Area and the delivery of the Organic Waste to the appropriate Organic Waste Processing Facility.
- 1.93. **SFD Recyclables Collection Service.** Collection of Recyclables from SFD Customers in the Service Area, the delivery of the Recyclables to the appropriate Recyclables Processing Facility and the processing and marketing of the Recyclables.
- 1.94. **SFD Solid Waste Collection Service.** Collection of Solid Waste from SFD Customers in the Service Area and the delivery of the Solid Waste to the appropriate Disposal Facility.
- 1.95. **Single Family Dwelling or SFD.** A detached Dwelling Unit with individual (not shared with other Dwelling Units) Collection Services. As such, the Single Family Dwelling will receive Containers for its own use (not other Dwelling Units) and will have an individual account with CONTRACTOR.

- 1.96. **Solid Waste.** Except as provided below, "Solid Waste" means all "Solid Waste" as defined in California Public Resources Code Section 40191, as that Section may be amended from time to time, and as defined in Section 10.41.010 of the Monterey County Code, as that Section may be amended from time to time, which is generated within the COUNTY. "Solid Waste" also means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded wastes, but does not include abandoned vehicles, Hazardous Waste or other Unacceptable Waste. "Solid Waste" may include Recyclables, Organic Waste, Bulky Items and Construction and Demolition Debris if such materials are not source separated from other "Solid Waste" at the site of generation or Collected for Recycling, Composting, processing and marketing.
- 1.97. **Special Services.** Waste collection services that are not Collection Services, and therefore outside the scope of this Agreement.
- 1.98. **Subcontractor.** Any Person, firm, or entity hired by CONTRACTOR to carry out any of CONTRACTOR'S duties under this Agreement.
- 1.99. **SVSWA Construction and Demolition Debris Processing Facility.** Any facility located within the boundaries of the SVSWA, designated by CONTRACTOR and approved by COUNTY for the receipt, storage, and processing of Construction and Demolition Debris or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Salinas Valley Solid Waste Authority.
- 1.100. **SVSWA Disposal Facility.** The Johnson Canyon Landfill located at 31400 Johnson Canyon Road, approximately 2.5 miles east of Gonzales, the Recycling Center at Madison Lane located at 1104 Madison Lane, Salinas, and the Jolon Road Transfer Station located 52654 Jolon Road, King City, and such other facilities as COUNTY may direct as required by the terms of its joint powers authority agreement with the Salinas Valley Solid Waste Authority.
- 1.101. **SVSWA Organic Waste Processing Facility.** Any facility located within the boundaries of the SVSWA, selected by CONTRACTOR and approved by COUNTY that is designed, operated and legally permitted for the purpose of receiving and processing Organic Waste or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the SVSWA.
- 1.102. **Temporary Collection Service.** Collection of material on a temporary or irregular basis, using CONTRACTOR-provided Bins or Roll-Off Containers, as set forth in Section 8 of this Agreement.
- 1.103. **Tier One Commercial Edible Food Generators** means a Commercial Edible Food Generator that is one of the following: (a) Supermarket; (b) grocery store with total facility size equal or greater than 10,000 square feet; (c) food service provider; (d) Food Distributor; and (e) wholesale food vendor.
- 1.104. **Tier Two Commercial Edible Food Generators** means a Commercial Edible Food Generator that is one of the following: (a) restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet; (b) hotel with an on-site food facility and 200 or more rooms; (c) health facility with an on-site food facility and 100 or more beds; (d) Large Venue; (e) Large Event; (f) a State agency with a cafeteria with

250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet;
 (g) a local education agency with an on-site food facility.

- 1.105. **Unacceptable Waste.** Any and all waste, including but not limited to Hazardous Waste, the acceptance or handling of which would cause a violation of any permit condition or legal or regulatory requirement, damage or threatened damage to CONTRACTOR'S equipment or facilities, or present a substantial endangerment to the health or safety of the public or CONTRACTOR'S employees; provided, that de minimis quantities or waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe Collection, recycling, treatment, and Disposal of household Hazardous Waste in compliance with Sections 41500 and 41802 of the California Public Resources Code shall not constitute Unacceptable Waste. Unacceptable Waste does not include Used Oil, Used Oil Filters, or household batteries when placed for Collection as set forth in this Agreement or as otherwise directed by COUNTY.
- 1.106. **Universal Waste.** Discarded materials that the California Department of Toxic Substances Control considers Universal Waste, including materials such as batteries, thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans, and certain mercury-containing devices.
- 1.107. **Used Oil.** Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Customer because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil must be generated by and at the Single-Family Dwelling wherein the Used Oil is Collected. Used Oil does not include transmission fluid.
- 1.108. **Used Oil Collection Service.** The Collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by CONTRACTOR, from SFD Customers in the Service Area utilizing Used Oil and Used Oil Filter Containers for the accumulation and setout of Used Oil and Used Oil Filters and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Agreement.
- 1.109. **Used Oil Container.** A plain plastic container provided by COUNTY or CONTRACTOR, as set forth in Section 3.10 of this Agreement, for the accumulation of Used Oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a Used Oil Container.
- 1.110. **Used Oil Filter.** Any oil filter that is no longer useful to the SFD Customer because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil Filters must be generated by and at the Single- Family Dwelling wherein the Used Oil Filter is Collected.
- 1.111. **Used Oil Filter Container.** A sealable container provided by COUNTY or CONTRACTOR, as set forth in Section 3.10 of this Agreement, for the accumulation of Used Oil Filters that has a label designating it for use as a Used Oil Filter Container.
- 1.112. **White Goods.** Discarded household appliances such as washers, dryers, refrigerators, stoves, water heaters, freezers, small air conditioning units, and other similar items.
- 1.113. **Work Day.** Any day, Monday through Saturday, that is not a holiday as set forth in

Section 3.9 of this Agreement.

2. TERM AND SCOPE OF FRANCHISE.

2.1. **Term of Agreement.** The initial term of this Agreement shall be for a period commencing on January 1, 2025, and terminating at midnight on January 1, 2035. The term of this Agreement may be extended by one (1) five (5) year period, with such five (5) year period being agreed upon in writing by the parties. COUNTY'S decision whether to agree to extend the Agreement shall be at its sole discretion.

2.2. **Grant of Exclusive Franchise.** Subject to the requirements, conditions and exceptions set forth in this Agreement and Exhibits, COUNTY hereby grants to CONTRACTOR during the term of this Agreement the exclusive franchise, right, privilege, and duty to provide Collection Services in the COUNTY.

2.3. **Limitations to Scope of Exclusive Franchise.**

2.3.1. Nothing in this Agreement shall require that Collection Services be received by COUNTY facilities, or any entity governed by the Board; the State of California; any school district; or any entity that is excluded by Applicable Law from the obligation to receive Collection Services set forth herein.

2.3.2. Nothing in this Agreement shall limit the right of any Person to donate or sell his or her Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Christmas trees, Used Oil and Used Oil Filters and/or Construction and Demolition Debris to someone other than CONTRACTOR, provided such donation or sale may not result in the Person making a net payment for such services. Similarly, pursuant to Chapter 10.41 of the Monterey County Code, nothing in this Agreement shall limit the right of any Person to haul the Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's Christmas trees, Used Oil and Used Oil Filters and Construction and Demolition Debris he or she generates on his or her own premises to a facility that holds all applicable permits required per federal law, state law and/or County Code.

2.3.3. Notwithstanding CONTRACTOR'S rights under this Agreement as described above, the following materials may be Collected by Persons other than CONTRACTOR:

2.3.3.1. Construction and Demolition Debris that is removed from a premises by a licensed contractor as an incidental part of a total construction, remodeling, or demolition service offered by that contractor, rather than as a separately contracted or subcontracted hauling service; or

2.3.3.2. Green Waste that is removed from SFD, MFD or Commercial premises by a contractor as an incidental part of a total gardening or landscaping service offered by that contractor, rather than as a separately contracted or subcontracted hauling service;

2.3.3.3. Composted at the site where it is generated (e.g., backyard composting);

2.3.3.4. Bulky Items, E-Waste, CED'S or U-Waste that are removed from a premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service;

- 2.3.3.5. Animal remains and grease waste Collected for use as tallow;
 - 2.3.3.6. Animal waste Collected for use as a soil amendment;
 - 2.3.3.7. Recyclables which CONTRACTOR is not required to Collect and process under this Agreement as of the effective date of this Agreement which subsequently, in COUNTY'S reasonable judgment, become economically feasible to recycle. In such event, CONTRACTOR shall have the exclusive right to Collect and process such new Recyclables if CONTRACTOR agrees to do so without any change in rates. If CONTRACTOR is unwilling to provide service for such new Recyclables at existing rates, COUNTY may provide for Collection and processing of new Recyclables in any manner it deems appropriate.
 - 2.3.3.8. Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq., California Public Resources Code, as such statute may be amended from time to time;
 - 2.3.3.9. Hazardous Waste regardless of its source;
 - 2.3.3.10. By-products of sewage treatment, including sludge, grit, and screenings;
 - 2.3.3.11. Abandoned Solid Waste discarded on public roads, right of ways and public parking lots in the Service Area. The County Code does not prohibit persons from scavenging or picking up abandoned Solid Waste;
 - 2.3.3.12. Exemptions as listed and detailed from time to time in federal and state law, or County Code, and subject to Section 22 of this Agreement; or
 - 2.3.3.13. The provisions allowing COUNTY to provide for Collection, processing and Disposal as specified elsewhere in this Agreement.
- 2.4. **Excluded Services.** CONTRACTOR acknowledges and agrees that COUNTY may permit other persons besides CONTRACTOR to Collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of CONTRACTOR.
- 2.5. **Legal Limitations.** This grant to CONTRACTOR of rights, privileges, and duties shall be interpreted to be consistent with federal and state law and County Code in effect now and during the term of this Agreement. In the event future interpretations of current law, or enactment of new laws limit the ability of COUNTY to lawfully provide for the scope of franchise, rights, privileges, and duties specifically set forth herein, CONTRACTOR agrees the scope will be limited to that scope which may be lawfully provided for under this Agreement, and, except as otherwise provided in Section 11.20, COUNTY shall not be responsible for any lost profits claimed by CONTRACTOR to arise out of further limitations of the scope as set forth herein. In such event, it shall be the responsibility of CONTRACTOR to minimize the financial impact to other services being provided as much as commercially feasible.
3. **SERVICE STANDARDS.**
- 3.1. **Service Standards.** CONTRACTOR shall perform all Collection Services under this Agreement in a thorough and professional manner. Collection Services described in this Agreement shall be performed regardless of weather conditions or difficulty of Collection,

except as provided in this Agreement.

3.2. **Mandatory Franchise Service.** CONTRACTOR will provide Collection Service at each premise located in the Service Area, unless that premise is expressly exempted from mandatory service under Section 2.3 above and Section 10.41.030 of the County Code.

3.3. **Collection Service Commencement.** CONTRACTOR will begin providing Collection Services under this Agreement on January 1, 2025.

3.4. **Hours and Days of Collection.**

3.4.1. SFD and MFD Collection Services shall be provided commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through Friday, with no service on Saturday or Sunday, except as provided in Section 3.9 of this Agreement. The hours, days, or both, of Collection may be temporarily extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator. Collection Services are not required on Saturday but may be offered at CONTRACTOR's discretion.

3.4.2. Commercial Collection Services shall be provided commencing no earlier than 4:00 a.m. and terminating no later than 10:00 p.m., Monday through Saturday, except Collection shall begin no earlier than 6:00 a.m. or end later than 6:00 p.m. within two hundred (200) feet of Single-Family Dwellings. The hours, days, or both, of Collection may be temporarily extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.

3.5. **Manner of Collection.** CONTRACTOR shall provide Collection Services with as little disturbance as possible and shall leave any Container in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

3.6. **Roll-out and Push Service.** If CONTRACTOR determines that the set-out location for Containers is Difficult to Serve, then CONTRACTOR may provide its choice of either Roll-Out Collection Service to Customers using Carts, or push services to Customers using Bins, for the surcharge listed on Exhibit 1, Rate Schedule.

3.7. **Containers.**

3.7.1. **Purchase and Distribution of Carts, Bins and Roll-Off Containers.**

CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional new Carts, new or well-maintained Bins, and new or well-maintained Roll-Off Containers as required to Customers in the Service Area; Containers in use prior to this Agreement may continue to be used. CONTRACTOR shall also distribute Carts, Bins and Roll-Off Containers as required to new Customers that are added to the Service Area during the term of this Agreement. The distribution shall be completed within five (5) Work Days of receipt of notification from COUNTY or the Customer, or the Customer's next service date, whichever is later.

3.7.2. **Replacement of Containers.**

3.7.2.1. CONTRACTOR'S employees shall take care to prevent damage to Containers by unnecessary rough treatment. However, any Container damaged by CONTRACTOR shall be replaced by CONTRACTOR, at CONTRACTOR'S expense, within five (5) Work Days of receipt of notification

from COUNTY or the Customer, or the Customer's next service date, whichever is later, at no cost or inconvenience to the Customer.

3.7.2.2. Upon notification to CONTRACTOR by COUNTY or a Customer that a Customer's Container is faulty, has worn out, or has been stolen or damaged beyond repair through no fault of the Customer, CONTRACTOR shall deliver a replacement Container to such Customer no later than the next regularly scheduled Collection day or five (5) Work Days. There shall be no charge to the Customer for such replacement Containers.

3.7.2.3. Where a Container needs to be repaired or replaced due to the fault of the Customer, CONTRACTOR shall be compensated by the Customer for the cost of repair or replacement, as appropriate, as set forth in Exhibit 1 which is attached to and included in this Agreement or as may be adjusted under the terms of this Agreement.

3.7.3. Repair of Containers. CONTRACTOR shall be responsible for repair of Containers no later than the next regularly scheduled Collection day, or five Work Days, after notification of the need for such repairs. The cost of such repairs will be determined as set forth above.

3.7.4. Locks. Within one (1) week of receipt of the request, CONTRACTOR will provide a lock on a Bin for the surcharge listed in Exhibit 1. Alternatively, Customers may provide CONTRACTOR-approved locks.

3.7.5. Cart or Bin Exchange. Upon notification to CONTRACTOR by COUNTY, or a Customer, that a change in the size or number of Carts or Bins is required, CONTRACTOR shall deliver such Carts or Bins to such Customer within five (5) Work Days. Each SFD Customer shall be entitled to receive one (1) free Solid Waste Cart exchange, one (1) free Recyclables Cart exchange and one (1) free Organic Waste Cart exchange per Agreement Year during the term of this Agreement. Each MFD or Commercial Customer shall be entitled to receive one (1) free service exchange, per Agreement Year during the term of this Agreement. For the purposes of this Section, a service exchange represents the exchange of as few as one (1) and as many as the total number of Bins and Carts provided by CONTRACTOR and utilized by the Customer. Accordingly, CONTRACTOR shall be compensated for the cost of those exchanges in excess of the limitations set forth herein per Agreement Year, in accordance with the Cart or Bin Exchange service rate as set forth in Exhibit 1 of this Agreement.

3.7.6. Ownership of Carts. Ownership of Carts shall rest with CONTRACTOR, except that ownership of Carts in the possession of a Customer at the end of this Agreement shall rest with COUNTY. At its sole discretion, COUNTY may elect not to exercise its rights with regards to this Section and in such case the Carts shall remain the property of CONTRACTOR upon termination of this Agreement. In this event CONTRACTOR shall be responsible for removing all Carts in service from the Service Area and reusing or Recycling such Carts. In addition, in the case of the termination of this Agreement prior to the expiration of the initial term or optional extension term(s) due to the default of CONTRACTOR as set forth in Section 24 of this Agreement, COUNTY shall have the right to take possession of the Carts and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall

not be limited and regardless of the time of possession, there shall be no monies owing to CONTRACTOR from COUNTY for the use of the equipment. Upon the receipt of written notice from COUNTY, CONTRACTOR shall submit to the Contract Administrator an inventory of Carts, including their locations.

- 3.7.7. **Ownership of Bins and Roll-Off Containers.** Ownership of Bins and Roll-Off Containers distributed by CONTRACTOR shall rest with CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension term due to the default of CONTRACTOR as set forth in Section 24 of this Agreement. Under such circumstances, COUNTY shall have the right to take possession of the Bins and Roll-Off Containers and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to CONTRACTOR from COUNTY for the use of the equipment. Upon receipt of a written request from COUNTY, CONTRACTOR shall submit to the Contract Administrator an inventory of Bins and Roll-Off Containers, including their locations.
- 3.7.8. **Compactor Equipment.** Compactor equipment may be owned by the Customer or leased from CONTRACTOR or any other source, provided the Compactor Container is compatible with CONTRACTOR'S Collection vehicles.
- 3.7.9. Customers may not, itself or by using a company other than CONTRACTOR, compact any materials in CONTRACTOR-provided Containers.
- 3.8. **Labor and Equipment.** CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall at all times have sufficient backup equipment and labor to fulfill CONTRACTOR'S obligations under this Agreement. No compensation for CONTRACTOR'S services or for CONTRACTOR'S supply of labor, equipment, tools, facilities or supervision shall be provided or paid to CONTRACTOR by COUNTY or by any Customer except as expressly provided by this Agreement.
- 3.9. **Holiday Service.** CONTRACTOR shall not be required to provide Collection Services or maintain office hours on the following designated holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In any week in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday. MFD and Commercial Collection Services shall be adjusted as agreed between CONTRACTOR and the Customer but must meet the minimum frequency requirement of one (1) time per week.
- 3.10. **Used Oil and Used Oil Filter Containers.** CONTRACTOR will provide to SFD Customers at no additional charge to SFD Customer, Used Oil and Used Oil Filter Containers in design, function and material specifications approved by the COUNTY. CONTRACTOR will not receive additional compensation for this service.
- 3.11. **Contamination (Recyclables and Organic Waste).**
 - 3.11.1. Where CONTRACTOR documents that a particular Customer has Contamination, CONTRACTOR shall collect the offending Container, where it can be done safely,

and provide a written notice (can be digital) to the Customer with the following information (a "Violation Notice"):

- 3.11.1.1. Date of the offense;
- 3.11.1.2. Description of the offense;
- 3.11.1.3. If available, a photograph or video (or link to photograph or video);
- 3.11.1.4. A description of the materials that are appropriate for collection in said Container and a link to view online with educational materials; and
- 3.11.1.5. A website to obtain additional information and/or receive responses to questions the Customer may have.

3.11.2. First Three Occurrences During A Twelve Month Period, Per Material Type (i.e., Recyclables or Organic Waste). CONTRACTOR shall service Containers with Contamination except where there is visible Unacceptable Waste. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided.

3.11.3. Fourth and Subsequent Occurrences During A Twelve Month Period, Per Material Type. CONTRACTOR may opt to not collect Recyclables or Organic Waste Containers with Contamination; in such event, CONTRACTOR may collect the Container as Solid Waste, and an additional fee will apply. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided. Additionally, CONTRACTOR may, at its discretion, increase the Customer's Solid Waste service level (i.e., more frequent collection and/or larger or additional Solid Waste Container(s)), and bill the Customer for such increased service level. CONTRACTOR may increase the Customer's Solid Waste service level more than once if instances of Contamination persist after previous service level increases. Customers that have received increased Solid Waste service level pursuant to this Section may contact CONTRACTOR to request that their Solid Waste service level be reduced. CONTRACTOR shall not unreasonably withhold such request. CONTRACTOR may deny such request if the Customer has had an incident of Contamination within the last six months.

3.12. Overage.

3.12.1. For purposes of this Agreement, "Overage" exists when a Solid Waste, Recyclables or Organic Waste Container lid is lifted by at least six inches or would be lifted by at least six inches if lowered. Overage does not include material laying on the ground, and CONTRACTOR is not required to collect such material.

3.12.2. First Three Occurrences During A Twelve Month Period, Per Material Type (i.e., Solid Waste, Recyclables or Organic Waste). CONTRACTOR shall service Containers with Overage except where there is visible Unacceptable Waste. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided.

3.12.3. Fourth and Subsequent Occurrences During A Twelve Month Period, Per Material Type. CONTRACTOR shall service Containers with Overage except where there is visible Unacceptable Waste. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided. Additionally, CONTRACTOR may, at its discretion, increase the Customer's Solid Waste, Recyclables or Organic Waste, as applicable, service level (i.e., more frequent collection and/or larger or

additional Container(s)), and bill the Customer for such increased service level. CONTRACTOR may increase the Customer's Container service level more than once if instances of Overage persist after previous service level increases. Customers that have received an increased service level pursuant to this Section may contact CONTRACTOR to request that their Container service level be reduced. CONTRACTOR shall not unreasonably withhold such request. CONTRACTOR may deny such request if the Customer has had an incident of Overage within the last six months.

- 3.13. **Inspections.** COUNTY shall have the right to inspect CONTRACTOR'S facilities or Collection vehicles used in the provision of Collection Services under this Agreement and their contents at any time while operating inside or outside the Service Area.
- 3.14. **Commingling of Materials.**
 - 3.14.1. **Solid Waste, Organic Waste, and Recyclables.** CONTRACTOR shall not commingle Solid Waste Collected pursuant to this Agreement, with any Organic Waste, or Recyclables separated for Collection pursuant to this Agreement prior to delivery to the appropriate facility without the express prior written authorization of the Contract Administrator.
 - 3.14.2. **Solid Waste Collected in Service Area.** CONTRACTOR shall not commingle any Solid Waste Collected pursuant to this Agreement with any other material Collected by CONTRACTOR outside the Service Area prior to delivery to the Disposal Facility as appropriate, unless CONTRACTOR has provided written documentation, in a form that is satisfactory to the Contract Administrator, explaining how the mixed material will be allocated to the jurisdiction(s) of origin and CONTRACTOR has received express, written consent from the Contract Administrator.
 - 3.14.3. **Organic Waste.** CONTRACTOR shall not commingle Organic Waste Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the Service Area prior to delivery to the Organic Waste Processing Facility without the express prior written authorization of the Contract Administrator.
 - 3.14.4. **Recyclables.** CONTRACTOR shall not commingle Recyclables Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the Service Area prior to delivery to the Recyclables Processing Facility without the express prior written authorization of the Contract Administrator.
 - 3.14.5. **Material Separation.** Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris shall not be mixed together in CONTRACTOR'S Collection equipment unless such material has been deemed contaminated in which case it shall be Collected as Solid Waste. Each category of material Collected shall be kept separated according to type or classification except for such material as has been deemed contaminated which shall be classified as Solid Waste.
- 3.15. **Spillage and Litter.** CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. CONTRACTOR shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from CONTRACTOR'S vehicle. CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to

prevent spilling or dropping of Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

- 3.15.1. CONTRACTOR will maintain a log of fluid spills that indicates the material spilled, quantity and remedial actions taken. CONTRACTOR will immediately report any spills entering or endangering any waterway or storm drain or any spill of forty- two (42) gallons or more to the State Office of Emergency Service (OES) as required by law.
 - 3.15.2. CONTRACTOR shall not be responsible for cleaning up un-sanitary conditions caused by the carelessness of the Customer; however, CONTRACTOR shall clean up any material or residue that is spilled or scattered by CONTRACTOR or its employees.
 - 3.15.3. CONTRACTOR shall clean up any spillage or litter caused by CONTRACTOR within four (4) hours of spilling or dropping any material or residue, or within four (4) hours upon notice from Customer or the Contract Administrator.
 - 3.15.4. Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from CONTRACTOR'S operations or equipment repair shall be covered immediately with an absorbent material and removed from the street surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. To facilitate such cleanup, CONTRACTOR'S vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.
 - 3.15.5. In the event where damage to public streets within the Service Area is the result of a hydraulic oil spill caused by CONTRACTOR, CONTRACTOR shall be responsible for all repairs to return the street to the same condition it was in prior to the spill. CONTRACTOR shall also be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the Contract Administrator and at no cost to COUNTY.
- 3.16. **Ownership of Materials.** Title to Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris shall pass to CONTRACTOR at such time as said materials are placed in CONTRACTOR'S Collection Container and the Container is set out for Collection. Title to material Collected as part of the COUNTY Clean-up Service as set forth in Section 9.4 shall pass to CONTRACTOR at the time the material is placed in the Roll-Off Container or other Collection vehicle or Container approved for use. Nothing in this Agreement shall require CONTRACTOR to take title to Unacceptable Waste.
- 3.16.1. **Hazardous Waste.** Under no circumstances shall CONTRACTOR'S employees knowingly Collect Hazardous Waste, or remove unsafe or poorly containerized Hazardous Waste, from a Collection Container. If CONTRACTOR determines that material placed in any Container for Collection is Hazardous Waste, or other material that may not legally be accepted at the Disposal Facility or one of the processing facilities, or presents a hazard to CONTRACTOR'S employees, CONTRACTOR shall refuse to accept such material. The Generator shall be contacted by CONTRACTOR and requested to arrange for proper Disposal. If Hazardous Waste is found in a Collection Container that poses an imminent danger to people or property,

CONTRACTOR shall immediately notify the Monterey

County Health Department Hazardous Materials Management Services.

- 3.16.2. If Hazardous Waste is identified at the time of delivery to the Disposal Facility or one of the processing facilities, and such Hazardous Materials has not been commingled with other material, CONTRACTOR shall be solely responsible for handling and arranging lawful transport and disposition of the Hazardous Waste if the Generator cannot be identified.
- 3.17. **Regulations and Record Keeping.** CONTRACTOR shall comply with emergency notification procedures required by applicable laws and regulatory requirements. All records required by regulations shall be maintained at CONTRACTOR'S facility.
- 3.18. **Property Damage.** CONTRACTOR shall be responsible for the repair or replacement, if repair is not adequate, of any damages to public or private property during the provision of Collection Services and caused by the CONTRACTOR.
- 3.19. **Unsafe Collection Conditions.** In the event CONTRACTOR believes that it is unsafe to provide Collection Services to a Customer, CONTRACTOR shall notify the Contract Administrator of the name and address of the Customer and the conditions which make the provision of Collection Services unsafe. Pursuant to County Code, the Director of Health shall perform such review as is deemed necessary and except in those instances where the conditions can be mitigated to the satisfaction of CONTRACTOR, shall take the appropriate steps to have the Customer exempted from mandatory Collection Service. CONTRACTOR shall not be obligated to provide Collection Services to the Customer until the unsafe condition(s) is/are resolved.
4. **SB 1383 - Inspection and Enforcement.**
- 4.1. **Annual Compliance Reviews.**
- 4.1.1. General. CONTRACTOR shall perform compliance reviews described in this Section commencing January 1, 2025, and at least annually thereafter, unless otherwise noted.
- 4.1.2. Commercial Generator Compliance Reviews. CONTRACTOR shall complete a compliance review of all Multi-Family Dwelling and Commercial Customers that generate two (2) cubic yards or more per week of Solid Waste, including Green Waste, to determine their compliance with (1) Generator requirements under the COUNTY's Collection programs; and (2) if applicable for the Generator, Self-Hauling requirements pursuant to 14 CCR Section 18988.3 and each COUNTY's Code, including whether a Multi-Family Dwelling or Commercial business is complying through Back-Hauling, Organic Waste Container and/or Recyclables Container Waste. The compliance review shall mean a "desk" review of records to determine Customers' compliance with the above requirements and does not necessarily require an on-site observation of services. However, the COUNTY may request that the CONTRACTOR perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information.
- 4.1.3. Annual Hauler Route Review. Beginning April 1, 2025, and annually thereafter, the CONTRACTOR shall conduct annual hauler route reviews of Commercial, Multi-Family Dwelling and Residential Generators for compliance with the COUNTY's Solid Waste, Recyclables, and Organic Waste Collection programs and Container Contamination monitoring. These hauler route reviews may be performed concurrently with the contamination monitoring hauler route reviews,

provided that the CONTRACTOR documents a reasonable sampling of Generators for which compliance with the COUNTY’s Collection program during the hauler route review was assessed.

4.2. **Generator Waiver Assessments.** CONTRACTOR shall verify Multi-Family Dwelling and Commercial Generator de minimis and physical space constraint waivers, if applicable, at least once every five (5) years from the date of issuance of the waiver via “desk” review or on-site audit, as applicable.

4.3. **Compliance and Route Review Process.**

4.3.1. Number of Reviews. CONTRACTOR shall conduct a sufficient number of route reviews to adequately determine Customers’ compliance with 14 CCR Section 18984.5(b). The number of route reviews and timeframe of such reviews shall be decided by CONTRACTOR, provided that the route reviews comply with 14 CCR Section 18984.5(b). The COUNTY has approved CONTRACTOR’s use of its Smart TruckSM system, including contamination monitoring via digital/video monitoring to conduct such route reviews. COUNTY may require CONTRACTOR to prioritize compliance reviews of entities that the COUNTY determines are more likely to be out of compliance.

4.3.2. Non-Compliant Entities. When compliance reviews are performed by the CONTRACTOR pursuant to Section 4.1, CONTRACTOR shall provide educational materials in response to violations. CONTRACTOR shall provide these educational materials to the non-compliant Customers and Generators within twenty (20) days of determination of non-compliance or immediately upon determination of non-compliance, if such noncompliance is determined during an inspection or Hauler Route review. CONTRACTOR shall document the non-compliant Customers and Generators and the date and type of education materials provided and shall report such information to the COUNTY. Beginning January 1, 2026 the CONTRACTOR shall, in addition to providing the education materials described in this subsection, document non-compliant Customers and Generators determined through the CONTRACTOR’s compliance reviews pursuant to 4.1 and shall report all Customers and Generators with violations of SB 1383 regulations to the COUNTY. COUNTY shall be responsible for subsequent enforcement action against the Generators.

4.3.3. Documentation of Inspection. CONTRACTOR shall generate a written and/or electronic record and maintain documentation of each inspection, hauler route reviews and compliance review, as applicable.

4.4. **Food Recovery Program.**

4.4.1. **General.** CONTRACTOR shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion or operation of Food Recovery efforts in the COUNTY.

4.4.2. **Tier One and Tier Two Commercial Edible Food Generators.** CONTRACTOR shall assist the COUNTY with identifying Tier One and Tier Two Commercial Edible Food Generators for the purpose of the Food Recovery program. CONTRACTOR shall provide the COUNTY with a list of Commercial Customers that qualify or appear to qualify as Tier One or Tier Two Commercial Edible Food Generators, as defined by this Agreement.

- 4.4.3. **Website Content.** No later than July 1, 2025, CONTRACTOR shall include Food Recovery program information on the CONTRACTOR's website.
- 4.5. **Generator Waiver Program Coordination.**
- 4.5.1. **General.** COUNTY may grant waivers described in this Section to Generators that impact the scope of CONTRACTOR's provisions of service for those Generators. Waivers issued shall be subject to compliance with 14 CCR Section 18984.11 or other requirements specified by COUNTY.
- 4.5.2. **CONTRACTOR Waiver Request on Behalf of Customer.** Upon reasonable belief that a Customer may qualify for a waiver allowed pursuant to COUNTY's Code, CONTRACTOR may submit a request for COUNTY to grant a waiver to the Customer in accordance with COUNTY's pre-approved application process. CONTRACTOR shall obtain each Customer's consent to the waiver application. COUNTY will review and approve or deny the waiver request. Upon COUNTY's request, CONTRACTOR may be required to upload each waiver application to a COUNTY designated web based software system.
- 4.5.3. **CONTRACTOR Review of Customer Waiver Request.** Generators may submit requests for de minimis waivers, physical space waivers, and Organic Waste Container Recycling waivers to the COUNTY. Upon COUNTY request, CONTRACTOR shall within fifteen (15) days review the waiver application of a Generator if the Generator is a Customer of the CONTRACTOR and, in such a case, shall assess the Customer(s)' Premises to verify the accuracy of the application.
- 4.5.4. **CONTRACTOR Change in Customer Service Levels.** If COUNTY grants a waiver to one of CONTRACTOR's Customers, COUNTY shall notify CONTRACTOR within seven (7) days of the waiver approval with information on the Customer and any changes to service level or service requirements. CONTRACTOR shall have seven (7) days to modify the Customer's service level and billing statements, as needed.
- 4.5.5. **Annual Verification and Record Keeping.** COUNTY shall verify that Customers that have been granted waivers are in compliance with such waivers. CONTRACTOR and COUNTY will be responsible for maintaining records of all Customers granted waivers pursuant to this Section. If COUNTY desires that CONTRACTOR be responsible for verifying Customer compliance with such waivers, the parties will and confer to negotiate an amendment to this Agreement regarding such compliance verification responsibilities.
- 4.6. MRWMD Disposal Facility. All Solid Waste and Bulky Items that cannot be Diverted, Collected as the result of performing Collection Services within the boundaries of the MRWMD, shall be transported to the MRWMD Disposal Facility.
- 4.7. SVSWA Disposal Facility. All Solid Waste and Bulky Items that cannot be Diverted, Collected as the result of performing Collection Services within the boundaries of the SVSWA, shall be transported to the SVSWA Disposal Facility.
- 4.8. Recyclables Processing Facility. All Recyclables and Bulky Items that can be Recycled, Collected as a result of performing Collection Services, shall be delivered to the Recyclables Processing Facility.

- 4.9. MRWMD Organic Waste Processing Facility. All Organic Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of the MRWMD, shall be transported to the MRWMD Organic Waste Processing Facility.
- 4.10. SVSWA Organic Waste Processing Facility. All Organic Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of SVSWA, shall be transported to the SVSWA Organic Waste Processing Facility.
- 4.11. MRWMD Construction and Demolition Debris Processing Facility. All Construction and Demolition Debris Collected as the result of performing Collection Services within the boundaries of the MRWMD shall be transported to the MRWMD Construction and Demolition Debris Processing Facility.
- 4.12. SVSWA Construction and Demolition Debris Processing Facility. All Construction and Demolition Debris, Collected as the result of performing Collection Services within the boundaries of SVSWA, shall be transported to the SVSWA Construction and Demolition Debris Processing Facility.
- 4.13. Bulky Items Processing and Disposal. CONTRACTOR shall process and dispose of Bulky Items Collected from Customers pursuant to the terms of this Agreement in accordance with the following hierarchy: (a) Recycle; or (b) Disposal.
 - 4.13.1. CONTRACTOR shall not landfill such Bulky Items unless the Bulky Items cannot be reused or recycled.
 - 4.13.2. Bulky Items Containing Freon. In the event CONTRACTOR Collects Bulky Items that contain Freon, CONTRACTOR shall handle such Bulky Items in a manner such that the Bulky Items are not subject to regulation as Hazardous Waste under applicable state and federal laws or regulations.
- 4.14. Disposal of Recyclables or Organic Waste. CONTRACTOR shall not deliver source separated Recyclables or Organic Waste to a Disposal Facility, except residue or contaminated containers/loads, without the express written permission of the Contract Administrator.
- 4.15. Used Oil Processing. CONTRACTOR shall recycle all Used Oil and Used Oil Filters Collected pursuant to this Agreement to the extent feasible and shall properly dispose of all Used Oil and Used Oil Filters that are contaminated or otherwise cannot be recycled.
 - 4.15.1. CONTRACTOR shall recycle Used Oil only with persons who are authorized by the State of California to recycle Used Oil. In the event the Used Oil and Used Oil Filters Collected pursuant to this Agreement are contaminated to the extent that the Used Oil and Used Oil Filters require disposal as a Hazardous Waste, CONTRACTOR shall dispose of such Used Oil and Used Oil Filters at CONTRACTOR'S own cost and expense in accordance with applicable state and federal law.
- 4.16. Alternate Facilities. CONTRACTOR may deliver materials collected under this Agreement to facilities other than those specified above based on Force Majeure events, provided such provisional use of alternative facilities is approved by the Contract Administrator in writing. COUNTY will not delay or unreasonably withhold such approval.
5. **SFD Collection Services.**

- 5.1. Default Capacity. CONTRACTOR shall provide each SFD Customer with one (1) 35 gallon Solid Waste Cart, one (1) 64 gallon (or if requested by Customer, 96 gallon) Recyclables Cart, and one (1) 64 gallon (or if requested by Customer, 96 gallon) Organic Waste Cart.
- 5.2. Conditions of Service. CONTRACTOR shall provide SFD Collection Service to all SFD Customers in the Service Area whose Solid Waste, Recyclables and Organic Waste are properly containerized, placed at the curb or in the location otherwise agreed to by CONTRACTOR and Customer, and is safely and efficiently accessible to CONTRACTOR'S Collection crew and vehicle.
- 5.3. Roll-Out Collection Service.
 - 5.3.1. Non-Subscription Roll-Out Collection Service. Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR shall provide non- subscription Roll-Out Collection Service to a SFD Customer if a Customer residing therein has provided documentation, in a manner satisfactory to CONTRACTOR that all individuals over the age of twelve (12) residing in the Customers residence:
 - 1) have handicapped status recognized by the California Department of Motor Vehicles; and 2) are functionally unable to place their Solid Waste, Recyclables, and Organic Waste Carts at the curb for Collection. In addition, COUNTY may direct CONTRACTOR to provide non-subscription Roll-out Collection Service to Customers who meet the criteria set by COUNTY. No additional monies shall be due to CONTRACTOR for the provision of non-subscription Roll-Out Collection Service.
 - 5.3.2. Subscription Roll-Out Collection Service. CONTRACTOR shall provide Roll-Out Collection Service to a SFD Customer if requested by the Customer for their convenience. CONTRACTOR shall be compensated for such services at the rates set forth in Exhibit 1 for subscription Roll-Out Collection Service.
 - 5.3.3. Collection Day. CONTRACTOR shall provide subscription and non-subscription Roll-Out Collection Service on the same Work Day that curbside Collection would otherwise be provided to the SFD Customer.
- 5.4. Frequency and Scheduling of Service. Except as set forth in Section 5.7, SFD Collection Services shall be provided one (1) time per week on a scheduled route basis. SFD Collection Services shall be scheduled so that a SFD Customer receives Solid Waste Collection Service, Recyclables Collection Service, Organic Waste Collection Service, and Used Oil Collection Service on the same Work Day.
- 5.5. Non-Collection. Except as set forth in Section 5.7, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Organic Waste that is not placed in a Cart. CONTRACTOR shall also not be required to Collect Carts whose weight is more than 200 pounds. In the event of non-collection due to a Container being overweight, CONTRACTOR shall affix to the Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a record of such notification during the term of this Agreement.
- 5.6. Additional Capacity. In the event a Customer requests Solid Waste, Recyclables or Organic Waste capacity in excess of that provided by the default Cart capacity, CONTRACTOR shall be compensated for the provision of those additional Carts in accordance with the Rate Schedule set forth in Exhibit 1.

5.7. On-Call Collection Service. This service shall be provided one (1) time per full or partial Calendar Year at no additional charge to the Customer. CONTRACTOR shall be compensated for providing On-Call Collection Service more than one (1) time in any full or partial Calendar Year in accordance with the additional on-call service rate as set forth in Exhibit 1. This service will be governed by the following terms and conditions:

5.7.1. General Conditions of Service. CONTRACTOR shall provide On-Call Collection Service to all SFD Customers in the Service Area whose material has been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

5.7.2. Bulky Items. Bulky Items shall be placed loose at the set-out location and shall be limited to up to five (5) Bulky Items.

5.7.3. Other Items. Universal Waste (except fluorescent tubes), E-Waste and CED's shall be placed in bags, boxes or containers (each will be considered a Bulky Item).

5.7.4. Excess On-Call Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the "excess on-call collection capacity" service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

5.7.5. Scheduling On-Call Collection Service. CONTRACTOR, when requested by Customer, shall provide each SFD Customer with On-Call Collection Service on the Customer's next regular Collection day or as agreed to between CONTRACTOR and Customer.

5.7.6. Non-Collection. In the event of non-collection, CONTRACTOR shall affix to the item a Non-Collection Notice explaining why Collection was not made and how the item may be properly Disposed of. CONTRACTOR shall not be required to Collect the following items as part of On-Call Collection service:

5.7.6.1. Any single item that cannot be handled by two (2) people using a dolly (except for the purposes of this Section a box springs and mattress will not be considered as a single item);

5.7.6.2. Hazardous Waste, including anti-freeze;

5.7.6.3. Unacceptable Waste; or

5.7.6.4. Concrete, dirt, or tires.

5.7.7. During the first two weeks of January, CONTRACTOR will collect Christmas trees placed curbside as scheduled with the Customer.

5.8. Used Oil Collection Service. This service will be governed by the following terms and conditions:

5.8.1. Conditions of Service. CONTRACTOR shall provide Used Oil and Used Oil Filter Collection Service to all SFD Customers in the Service Area utilizing Used Oil Containers for the accumulation and set-out of their Used Oil, and Used Oil Filter Containers for the accumulation and set out of their Used Oil Filters where the Used Oil Containers and Used Oil Filter Containers have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible

roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

- 5.8.2. Non-Collection. CONTRACTOR shall not be required to Collect material placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the oil or filter. In the event of non-collection, CONTRACTOR shall affix to the Used Oil or Used Oil Filter Container a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall also leave Used Oil or Used Oil Filter Containers in a number sufficient to contain the Used Oil or Used Oil Filters set out, but not exceeding sixteen (16) quarts, or two (2) Used Oil Filters.
- 5.8.3. Spillage. CONTRACTOR shall carry oil absorbent material on all vehicles used to Collect Used Oil and shall cleanup any Used Oil that spills during Collection, which has leaked from the Used Oil or Used Oil Filter Container after setout but prior to Collection, or which spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection vehicle.
- 5.8.4. Used Oil and Used Oil Filter Containers. Upon receipt of a verbal request of County or a Customer, CONTRACTOR shall provide the SFD Customer at their residence with Used Oil Containers and Used Oil Filter Containers in the number requested by COUNTY or the Customer but not exceeding a number sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters. CONTRACTOR shall deliver said Containers no later than the Customer's next regularly scheduled Collection day.
- 5.8.4.1. At the time CONTRACTOR Collects Used Oil from a SFD Customer, CONTRACTOR shall leave at the premises one (1) Used Oil Container for each Used Oil Container Collected and one (1) Used Oil Filter Container for each Used Oil Filter Container Collected. CONTRACTOR shall keep the outside of all Used Oil and Used Oil Filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re- use.
- 5.9. Intermittent Occupancy. Within one (1) week of a SFD Customer's request, CONTRACTOR will stop or start Collection at that Customer's residence which serves as the Customer's vacation or second home. The invoice for such intermittent service shall be pro-rated for the actual number of weeks CONTRACTOR provides Collection Service.
- 5.10. Battery Collection. CONTRACTOR shall, without charge or additional fees, collect used household batteries in a sealed plastic bag set out curbside by SFD Customers and placed on top of the Recyclables Container. CONTRACTOR shall provide SFD Customers instructions on how to properly dispose of batteries. CONTRACTOR shall use reasonable business efforts to properly recycle the Collected batteries.
6. **MFD Collection Services.**
- 6.1. Default Capacity. CONTRACTOR shall provide each MFD Customer with an amount and size of Solid Waste, Recyclables and Organic Waste Containers such that all Solid Waste, Recyclables and Organic Waste generated at such premises is adequately

separated and contained. The minimum total weekly capacity of Solid Waste Collection Services is equal to the number of Dwelling Units in the MFD multiplied by 35 gallons. The minimum total weekly capacity of Recyclables Collection Services is equal to the number of Dwelling Units in the MFD multiplied by 35 gallons. Customers shall have a capacity of Organic Waste Collection Services in order to comply with the requirements of Applicable Law. If a MFD Customer disagrees with CONTRACTOR's recommendation regarding the amount and size of Containers needed, or frequency of service, CONTRACTOR will refer the matter to the County and the County will make the final decision.

- 6.2. Conditions of Service. CONTRACTOR shall provide MFD Collection Service to all MFD Customers in the Service Area whose Solid Waste, Recyclables and Organic Waste are properly containerized, placed in the location agreed to by CONTRACTOR and Customer, and is safely and efficiently accessible to CONTRACTOR'S Collection crew and vehicle.
- 6.3. Size and Frequency of Service. Each service shall be provided on a schedule agreed by CONTRACTOR and the MFD Customer, but at least weekly. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.9 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received one (1) time per week. The size of the Container (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size shall be sufficient to provide that no Solid Waste, Recyclables, or Organic Waste need be placed outside the Container on a regular basis.
- 6.4. Non-Collection. Except as set forth in Section 6.6, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Organic Waste from a MFD Customer that is not placed in a Container as appropriate or in a manner that is in excess of the Container capacity. In the event of non-collection, CONTRACTOR shall notify the Customer to discuss the reason for the non-collection. CONTRACTOR shall maintain a record of such notification during the term of this Agreement.
- 6.5. Additional Capacity. In the event a Customer requests Solid Waste, Recyclables or Organic Waste capacity in excess of that currently provided, CONTRACTOR shall be compensated for the provision of those additional Containers in accordance with the Rate Schedule set forth in Exhibit 1.
- 6.6. On-Call Collection Service. This service is available on one day for each full or partial Calendar Year, at no charge, to each MFD Customer property (not for each Dwelling Unit). CONTRACTOR shall be compensated for providing On-Call Collection Service more than one (1) time in any full or partial Calendar Year in accordance with the "additional on-call service rate" as set forth in Exhibit 1. This service will be governed by the following terms and conditions:
 - 6.6.1. General Conditions of Service. CONTRACTOR shall provide On-Call Collection Service to all MFD Customers in the Service Area whose material has been placed within at a location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.
 - 6.6.2. Bulky Items. Bulky Items shall be placed loose at the set-out location and shall be limited to the Collection of two (2) Bulky Items per Dwelling Unit in the MFD.
 - 6.6.3. Other Items. Universal Waste (except fluorescent tubes), E-Waste and CED's

shall be placed in bags, boxes or containers (each will be considered a Bulky Item).

6.6.4. Excess On-Call Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the “excess on-call collection capacity” service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

6.6.5. Scheduling On-Call Collection Service. CONTRACTOR, when requested by the authorized representative of the MFD Customer, shall provide the MFD with On- Call Collection Service on the Customer’s next regular Collection day or as agreed to between CONTRACTOR and Customer.

6.6.6. Non-Collection. In the event of non-collection, CONTRACTOR shall notify the Customer explaining why Collection was not made and how the item may be properly disposed of. CONTRACTOR shall not be required to Collect the following items as part of On-Call Collection Service:

6.6.6.1. Any single item that cannot be handled by two (2) people using a dolly (except for the purposes of this Section a box springs and mattress will not be considered as a single item);

6.6.6.2. Hazardous Waste, including anti-freeze;

6.6.6.3. Unacceptable Waste;

6.6.6.4. Concrete;

6.6.6.5. Dirt; or

6.6.6.6. Tires.

6.6.7. In the month of January, On-Call Collection Services shall be suspended in order for CONTRACTOR to collect Christmas trees.

6.7. Customer Education: At least once annually, CONTRACTOR will send education materials to each MFD Customer. CONTRACTOR shall visit each MFD Customer upon request of the County or Customer, and where CONTRACTOR identifies a need based on the MFD Customer’s compliance with Applicable Law.

7. Commercial Collection Services.

7.1. Default Capacity. CONTRACTOR shall provide each Commercial Customer with an amount and size of Solid Waste, Recyclables and Organic Waste Containers such that all Solid Waste, Recyclables and Organic Waste generated at such premises is adequately separated and contained. If a Commercial Customer disagrees with CONTRACTOR’s recommendation regarding the amount and size of Containers needed, or frequency of service, CONTRACTOR will refer the matter the County and the County will make the final decision.

7.2. Conditions of Service. CONTRACTOR shall provide Commercial Collection Service to all Commercial Customers in the Service Area whose Solid Waste, Recyclables and Organic Waste are properly containerized, placed in the location agreed to by CONTRACTOR and Customer, and is safely and efficiently accessible to CONTRACTOR’S Collection crew and vehicle.

7.3. Size and Frequency of Service. Each service shall be provided on a schedule agreed by CONTRACTOR and the Commercial Customer, but at least weekly. However, in those

instances where the scheduled Collection day falls on a holiday as set forth in Section 3.9 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received one (1) time per week. The size of the Container (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size shall be sufficient to provide that no Solid Waste, Recyclables, or Organic Waste need be placed outside the Container on a regular basis.

- 7.4. Non-Collection. CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Organic Waste from a Commercial Customer that is not placed in a Container as appropriate or in a manner that is in excess of the Container capacity. In the event of non-collection, CONTRACTOR shall notify the Customer to discuss the reason for the non-collection. CONTRACTOR shall maintain a record of such notification during the term of this Agreement.
- 7.5. Additional Capacity. In the event a Customer requests Solid Waste, Recyclables or Organic Waste capacity in excess of that currently provided, CONTRACTOR shall be compensated for the provision of those additional Containers in accordance with the Rate Schedule set forth in Exhibit 1.
- 7.6. Customer Education: At least once annually, CONTRACTOR will send education materials to each Commercial Customer. CONTRACTOR shall visit each Commercial Customer upon request of the County or Customer, and where CONTRACTOR identifies a need based on the Commercial Customer's compliance with Applicable Law.

8. Roll-Off Collection Services and Temporary Collection Services.

- 8.1. Collection Services. Roll-Off Collection Services and Temporary Collection Services to be performed by CONTRACTOR shall include the following:
 - 8.1.1. Upon a Customer's request, CONTRACTOR shall deliver or pick-up Bin(s) and Roll-Off Container(s) in the capacity and number agreed upon between CONTRACTOR and Customer within two (2) Work Days of any Person's request. CONTRACTOR will Collect all Solid Waste, Recyclables, Organic Waste and Construction and Demolition Debris discarded in said Bin(s) or Roll-off Container(s) at the frequency requested by Customer. CONTRACTOR shall be compensated for such services at the rates set forth in Exhibit 1.
 - 8.1.2. Customers may keep Bins and Roll-Off Containers for five (5) Work Days, not counting the delivery and removal days. After five (5) Work Days, not counting the delivery and removal days, CONTRACTOR may charge the Customer a demurrage surcharge as set forth in Exhibit 1.
 - 8.1.3. Provision, maintenance, and replacement of all Containers and receptacles required for the provision of all Temporary Collection Services; and
 - 8.1.4. Transfer of Construction and Demolition Debris to the appropriate Construction and Demolition Debris Processing Facility designated under this Agreement for separation and processing.
 - 8.1.5. Customers may not mechanically compact materials in CONTRACTOR-provided Roll-Off Containers or Bins, except by use of CONTRACTOR-provided compaction equipment.
- 8.2. Processing of Construction and Demolition Debris.

8.2.1. All Construction and Demolition Debris Collected shall be visually inspected by CONTRACTOR to estimate if the load contains sixty-five (65) percent or more of divertible Construction and Demolition Debris. If so, the Construction and Demolition Debris shall be delivered to a Construction and Demolition Debris Processing Facility for the purpose of maximizing the rate of Diversion from the landfill.

8.3. Rates. The rates for Temporary Collection Services shall be as specified in the rate schedule set forth in Exhibit 1.

8.4. Records. CONTRACTOR will conduct proper record keeping ensure that the Construction and Demolition Debris materials are Diverted to the extent possible and the amount disposed and amount Diverted are properly recorded and reported.

9. **Other Services.**

9.1. Christmas Tree Collection. Except as set forth in Section 9.1.1, CONTRACTOR shall Collect Christmas trees from SFD Customers and MFD Customers within the Service Area during the first two weeks of each Calendar Year during the term of this Agreement at no additional charge to the Customer or to COUNTY. Christmas trees must be stripped of ornaments, garlands, tinsel, flocking and stands and shall be Collected at the curb or designated set out site. Regarding services to MFD Customers, the property manager will contact CONTRACTOR to schedule a Roll-Off Container, which will be delivered by CONTRACTOR and placed at a location agreed between CONTRACTOR and the property manager.

9.1.1. Contaminated Christmas Trees. Christmas trees that are not prepared as required above are not required to be Collected. In the event of non-collection CONTRACTOR shall notify the Customer explaining why Collection was not made and how the tree may be properly disposed of.

9.1.2. Diversion. CONTRACTOR shall Divert all Christmas trees that it Collects except for those that are contaminated.

9.2. Annual Roll-Off Collection Service Event for Employee Housing Sites. This event shall be provided one (1) time per full or partial Calendar Year at no additional charge to the Customer; this service is in addition to the Customer's normal Solid Waste, Recyclables and Organic Waste Collection Services. CONTRACTOR shall be compensated for providing additional Roll-Off Collection Service events more than one (1) time in any full or partial Calendar Year in accordance with the rates set forth in Exhibit 1. Annually, COUNTY will provide to CONTRACTOR a list of eligible Employee Housing Sites. This service will be governed by the following terms and conditions:

9.2.1. General Conditions of Service. CONTRACTOR shall provide Roll-Off Collection Service at a service level determined by CONTRACTOR, to Employee Housing sites identified annually by COUNTY in the Service Area, whose material has been placed in a CONTRACTOR provided Roll-Off Container in a location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

9.2.2. Excess Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

9.2.3.Non-Collection. In the event of non-collection CONTRACTOR shall notify the Customer explaining why Collection was not made and how the material may be properly disposed of. CONTRACTOR shall not be required to Collect the following items as part of providing On-Call Collection Service to Employee Housing Customers:

- 9.2.3.1. Any single item that cannot be handled by two (2) people using a dolly
- 9.2.3.2. Universal Waste
- 9.2.3.3. Hazardous Waste, including anti-freeze;
- 9.2.3.4. Unacceptable Waste;
- 9.2.3.5. concrete;
- 9.2.3.6. dirt; or
- 9.2.3.7. tires.

9.2.4.Notice to Customers and Workers. If Roll-Off Collection Service is requested at least thirty (30) days prior to the Collection Day, CONTRACTOR and County will provide Employee Housing Customers with the following written information in English and Spanish:

- 9.2.4.1. (1) The specific date and approximate time, (2) educational materials encouraging Customers' workers to utilize the service (3) CONTRACTOR contact.
- 9.2.4.2. Such written material shall be provided to Customer in reasonable quantities as requested by Customer. CONTRACTOR shall not be responsible for the placement of the written materials at the Employee Housing site.

9.3. Participation in Central Coast Recycling Media Coalition (CCRMC). CONTRACTOR will regularly participate in activities of the CCRMC, including the following: attending meetings, helping develop media campaigns, contributing to subcommittee activities, and making an annual financial contribution of at least \$8,400, adjusted by the CPI (as defined in Exhibit 2) at the same time as the service rates under Section 11.12.

9.4. COUNTY Clean-Up Services.

9.4.1. Each full or partial Calendar Year during the term of this Agreement CONTRACTOR shall, at no charge to COUNTY, provide for a maximum 1,000 cubic yards of COUNTY Clean-up Service capacity.

9.4.2. CONTRACTOR shall, in response to the written request of the Contract Administrator, deliver and collect Roll-Off Containers for use in COUNTY clean-up programs. The Contract Administrator shall notify CONTRACTOR in writing not less than five (5) Work Days prior to the date of the service. The notice to CONTRACTOR shall specify the date of delivery and Collection of the Roll-Off Containers, the location(s) for delivery, and the number of and size of the Roll-Off Containers to be delivered. CONTRACTOR shall transport and deliver the Collected materials to such facilities as are appropriate for the disposition of the Collected materials.

9.4.3. With the prior written consent of the Contract Administrator, CONTRACTOR may provide for the Collection of materials at a COUNTY Clean-up Service event in a

vehicle or Container other than a Roll-Off Container. However, in the event CONTRACTOR elects to utilize this alternative Collection process, CONTRACTOR is responsible for obtaining documentation of the weight of the materials Collected, Diverted and Disposed (may be estimates) in a manner that is acceptable to COUNTY.

9.5. Large Venue Collection Service. CONTRACTOR shall provide for the Collection, transportation and processing or Disposal of Solid Waste and Recyclables at large venue type events each full or partial Calendar Year as requested by Customer. CONTRACTOR shall provide each large venue event Customer with such number of Solid Waste Bins or Roll-off Containers as requested and the appropriate volume of Recyclables Containers, and Organic Waste Containers, as applicable. For those events not included in Exhibit 11, CONTRACTOR shall be compensated for the provision of Containers at the service rates as set forth in Exhibit 1 to this Agreement. For those events included in Exhibit 11, CONTRACTOR shall not be compensated.

9.5.1. Prior to providing these services at an event, CONTRACTOR will, upon request, meet with the event promoter to determine the best way to maximize diversion at the event. At Customer's request, CONTRACTOR shall provide effective means to differentiate Solid Waste from Recyclables and Organic Waste Containers. The event promoter is responsible for ensuring proper source-separation of materials generated at the event and that materials are placed in the proper Container provided by the CONTRACTOR. In the event CONTRACTOR determines that material in the Recyclables or Organic Waste Containers is contaminated to the extent that it should not be disposed of as Recyclables or Organic Waste, the contaminated Recyclables or Organic Waste shall be treated as Solid Waste. CONTRACTOR shall use its best judgment to determine when the Bins are to be emptied, except that Bins shall be emptied prior to overflowing or when in the opinion of the Contract Administrator they are creating a publicnuisance.

9.5.2. Additional Recyclables and Organic Waste Capacity. Upon request of a large venue Customer, CONTRACTOR shall provide additional Recyclables and Organic Waste capacity as requested. For those events not included in Exhibit 11, CONTRACTOR shall be compensated for the provision of those additional Bins or Roll-off Containers in accordance with the Rate Schedule set forth in Exhibit 1. For those events included in Exhibit 11, CONTRACTOR shall not be compensated for the provision of additional Recyclables and Organic Waste capacity.

9.5.3. Modifications to Exhibit 11. Exhibit 11 may be modified as set forth in Section 19.11.

9.6. Abandoned Waste.

9.6.1. Each week, Monterey County Public Works Staff will collect waste abandoned alongside unincorporated County roads and may deliver it to Madison Lane (1120 Madison Lane, Salinas) and/or Jolon Road Transfer Station (52654 Jolon Road, King City 93930) during normal operational hours at no cost to County. The tonnage and divertible material will be accounted for by the scale house upon entrance to the transfer station and reported to the COUNTY as part of the monthly report submitted on the 20th of each month.

9.6.2. The amount of total waste accepted from both above-referenced locations is limited to a disposal cost of \$80,000.00 per year and shall be adjusted annually on

January 1st by the CPI. COUNTY and CONTRACTOR staff will monitor the program to ensure disposal costs do not exceed the prescribed amount. Should the disposal costs reach the limit set, CONTRACTOR will bill Monterey County Public Works for the additional disposal costs.

9.7. Community Drop Off Events.

9.7.1. CONTRACTOR shall provide the COUNTY six (6), one-day “Community Drop- Off Events” per year, on days agreed upon by COUNTY and the CONTRACTOR. For each event, CONTRACTOR shall provide Roll-Off Containers for the collection of Solid Waste, Green Waste, and Bulky Items from SFD Customers. The CONTRACTOR will work with the COUNTY to coordinate the event day at least one month in advance, and will be responsible for advertising the event at least two weeks in advance. The event will be monitored by CONTRACTOR and each Container will be removed and dumped at the end of the event. All materials will be delivered to the designated disposal/processing facility.

9.8. Emergency Services. In the event of a “Declared Emergency,” the Contract Administrator may grant CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed.

9.8.1. Emergency Service Compensation. CONTRACTOR shall provide emergency services (i.e., special collections, transport, processing and disposal) at COUNTY’S request in the event of major accidents, disruptions, or natural calamities. CONTRACTOR shall be capable of providing emergency services within twenty- four (24) hours of notification by COUNTY or as soon thereafter as is reasonably practical in light of the circumstances. Emergency services which exceed the scope of work under this Agreement and which are not compensated as special services in accordance with Exhibit 1, or through reimbursement by the Federal Emergency Management Agency (FEMA) shall be compensated through extraordinary rate review procedures as set forth in this Agreement.

9.8.2. Emergency Service Backup Plan. Except for the occurrence of strikes, lockouts and other labor disturbances, which are governed by the provision of Section 29 of this Agreement, CONTRACTOR shall implement an emergency service backup plan agreed upon by CONTRACTOR and COUNTY, if for any reason CONTRACTOR fails, or is unable for a period of forty-eight (48) hours to Collect and/or at any time to transport Solid Waste or any portion thereof to an appropriate facility and the County Director of Health determines there is danger to the public health, safety, or welfare.

9.8.3. Reporting. CONTRACTOR will cooperate with COUNTY, the State of California and federal agencies in filing information related to a regional, state or federal declared state of emergency or disaster as to which CONTRACTOR has provided Collection Services under this Section.

9.9. Recycling Coordinator. CONTRACTOR shall provide one (1) full-time equivalent (FTE) recycling coordinator whose time shall be dedicated full time to COUNTY during the term of the Agreement and whose function during normal business hours of each Work Day shall be to provide services related to meeting the diversion requirements of the

Agreement.

- 9.10. News Media Relations. CONTRACTOR shall notify the Contract Administrator by e-mail or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of CONTRACTOR'S receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, CONTRACTOR will discuss CONTRACTOR'S proposed response with the Contract Administrator.
- 9.10.1. Copies of draft news releases or proposed trade journal sections related to the provision of Collection Services under this Agreement shall be submitted to COUNTY for prior review and approval at least five (5) Work Days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to COUNTY simultaneously with CONTRACTOR'S submittal to such regulatory agency.
- 9.10.2. Copies of sections resulting from media interviews or news releases shall be provided to COUNTY within five (5) Work Days after publication.
- 9.11. Waste Generation and Characterization Studies. CONTRACTOR agrees to participate and cooperate with COUNTY and its agents in all Solid Waste generation and characterization studies conducted no more frequently than once each Agreement Year, at no cost to COUNTY, including modification of routes, separate Collection of an individual Customer's Solid Waste, and delivering targeted loads of Solid Waste to a location or locations designated by COUNTY.
- 9.12. Customer Satisfaction Surveys. The Contractor will distribute to Customers, at minimum once monthly at random, with an active email address on file, to participate in a digital survey. The survey focuses on core questions related to the customer's overall relationship with the CONTRACTOR, then expands into targeted questions regarding the customer's service experience with the CONTRACTOR. Upon request from the County, and in a format agreed upon by the County and CONTRACTOR, CONTRACTOR, at its expense, will send additional surveys relating to customer satisfaction and CONTRACTOR programs.
- 9.13. COUNTY Use of Contractor Materials. Reports, Customer education materials, and other information provided by CONTRACTOR to COUNTY under this Agreement may be used by COUNTY at its discretion, subject to CONTRACTOR's intellectual property rights.
- 9.14. Recycled Materials.
- 9.14.1. Supplies. CONTRACTOR will use reasonable business effort to purchase office supplies and all paper products with post-consumer recycled content.
- 9.14.2. Paper. CONTRACTOR will use paper having not less than 30% recycled paper content and 10% post-consumer recycled paper content for all correspondence with Customers (including Customer subscriptions billing, newsletters and notices) and COUNTY.
- 9.14.3. Recycled Content Policies. CONTRACTOR will use reasonable business efforts to comply with any recycled content procurement policy that COUNTY may adopt.
10. **Billing and Performance Reviews.**

- 10.1. Annual Performance and Billing Review. At COUNTY'S sole discretion, within thirty (30) days after written notification to CONTRACTOR, COUNTY may conduct an annual performance and billing review. The review will be performed by COUNTY or a qualified firm under contract with COUNTY. COUNTY shall have the final responsibility for the selection of the firm but shall seek and accept comments and recommendations from CONTRACTOR.
 - 10.2. Purpose. The review shall be designed to meet the following objectives:
 - 10.2.1. Verify that Customer billing rates have been properly calculated and they correspond to the level of service received by the Customer.
 - 10.2.2. Verify that franchise fees, and other fees required under this Agreement have been properly calculated and paid to COUNTY.
 - 10.2.3. Verify CONTRACTOR'S compliance with the reporting requirements and performance standards of the Agreement.
 - 10.2.4. Verify the diversion percentages reported by CONTRACTOR.
 - 10.3. Funding of the Performance and Billing Reviews. During the initial term of this Agreement as set forth in Section 2.1, CONTRACTOR shall be responsible for paying performance and billing reviews costs in the amount of **Seventy Thousand Dollars (\$70,000.00)**, adjusted by the CPI the same time as the Collection Service rates under Section 11.12. However, in the event that this Agreement is extended as provided in Section 2.1, CONTRACTOR shall be responsible for paying additional performance and billing reviews costs in the amount of **Seventy Thousand Dollars (\$70,000.00)** adjusted by the CPI at the same time as the Collection Service under Section 11.12. Nothing in this Section shall prohibit COUNTY from conducting additional performance and billing reviews at COUNTY'S own expense.
 - 10.4. CONTRACTOR'S Cooperation. CONTRACTOR shall cooperate fully with the review and provide all requested relevant data, including operational data, financial data and other data requested by COUNTY, within thirty (30) Work Days of receipt of the request. CONTRACTOR will be given additional time if reasonably necessary. Failure of CONTRACTOR to cooperate or provide the requested documents in the required time shall be considered an event of default.
11. **Billing and Payment.**
- 11.1. Generally. CONTRACTOR shall: (i) bill Customers for Collection Services; (ii) collect payment for those services; (iii) maintain billing and payment records; (iv) provide for the collection of delinquent payments and bad debts; (v) provide bad debt information to COUNTY so it may initiate special assessments; and (vi) remit franchise and diversion program and contract administration fees to COUNTY monthly in accordance with this Section. CONTRACTOR shall make arrangements to allow Customers to pay bills by cash, check, electronic check, money order and credit card either electronically, by mail, over the phone, or in person; provided however that CONTRACTOR is entitled to charge a convenience fee per transaction for payments submitted by Customers via credit card, debit card, and/or digital wallets (including payment services).
 - 11.2. Invoices. SFD Collection Services shall be invoiced quarterly in advance of services provided or as otherwise scheduled by CONTRACTOR and approved by the COUNTY. Commercial and MFD Collection Services shall be billed monthly in advance of services

provided or as otherwise scheduled by CONTRACTOR and approved by the COUNTY. Temporary Collection Services shall be billed in arrears of the provision of service although a deposit may be required in advance. Invoices shall be in format approved by COUNTY and shall not separately identify, list or itemize the Contractor service fee component, franchise fee component, the diversion programs and administration fee, or such other components as may be added by COUNTY during the term of this Agreement.

- 11.3. Delinquent Service Accounts. CONTRACTOR may consider a Customer account to be delinquent thirty (30) days from the date of an invoice. CONTRACTOR may charge a delinquent Customer a late fee which is the greater of \$5.00 dollars, or 1.5% per month (not compounded). CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts. CONTRACTOR shall pursue collection efforts for at least sixty (60) days after accounts become delinquent before referring them to the County for special assessment. Such collection efforts may include sending late payment notices and telephone requests for payment.

11.3.1. In its monthly reports, CONTRACTOR will provide Contract Administrator with a list of those Customers whose accounts have become delinquent in the current month. In no event, shall CONTRACTOR cease provision of Collection Services to any SFD Customer due to non-payment. However, CONTRACTOR may reduce SFD Customers whose accounts have become delinquent to the default service level. CONTRACTOR may request authorization from COUNTY to reduce or stop service for MFD or Commercial Customers whose accounts have become delinquent. CONTRACTOR may stop service regarding delinquent Temporary Collection Services.

- 11.4. Special Assessment. In conformance with California Government Code § 25831, CONTRACTOR shall determine which Customers (SFD, MFD and Commercial) are at least sixty (60) days or more delinquent in payment of their bill. CONTRACTOR will mail four (4) notices to delinquent Customers and each affected property owner. Such notices shall be mailed on or about the second week of January, February, March and April. COUNTY shall have the right to review and revise the content and layout of the notice to property owners and Customers, and such revisions shall be incorporated by the CONTRACTOR prior to mailing. CONTRACTOR agrees that it will use the most current data of property owners compiled by the County Tax Assessor's Office when mailing such notices.

11.4.1. CONTRACTOR shall provide the COUNTY a list of the delinquent accounts that have not paid by the second business day in June in time for an annual administrative hearing on all delinquent accounts each year and later placement as a special assessment on the tax rolls. CONTRACTOR shall exercise reasonable efforts as described in this Section to achieve collection of the bill prior to passing it on to the COUNTY for placement on the tax rolls. COUNTY shall include delinquent accounts submitted by CONTRACTOR to COUNTY for special assessment on the next August tax rolls, provided CONTRACTOR has sent all Customer delinquency notices required under this Section. COUNTY shall reimburse Contractor for delinquent payments that are placed on the tax roll upon collection of those payments from the property owner and within ninety (90) days of receipt by the COUNTY. COUNTY special assessment payments to CONTRACTOR shall be considered "gross revenue" for purposes of calculating franchise fee payments.

- 11.4.2. Regarding Roll-Off Collection Services and Temporary Collection Services, if the Customer is also the owner of the property at which CONTRACTOR services were provided, then delinquent accounts may be included for special assessment.
- 11.5. COUNTY information on invoices. At COUNTY direction, at least four (4) times each Agreement Year, CONTRACTOR will print textual information provided by COUNTY on Customer invoices.
- 11.6. COUNTY inserts. At COUNTY direction, up to four (4) times each Agreement Year, CONTRACTOR will enclose inserts provided by COUNTY or designed by CONTRACTOR and agreed upon with COUNTY with invoices that CONTRACTOR sends to Customers.
- 11.7. Partial Month Service. If, during a month, a Customer is added to or deleted from CONTRACTOR'S Service Area, CONTRACTOR'S billing shall be pro-rated based on the weekly service rate (the weekly service rate shall be the service rate established in Exhibit 1 divided by four (4), times the number of actual weeks in the month that service was provided to the Customer.
- 11.8. Low Income Discount. To qualify for the low income discount, SFD Customers must submit their power, water or telephone bills indicating that their Residential Dwelling qualifies for discounted rates from the power, water or telephone provider on the basis of financial need, such as commonly referred to "Life-line" services. CONTRACTOR may require SFD Customers to re-qualify each twelve (12) months. Upon request, CONTRACTOR will report to the Contract Administrator the names, addresses and service information of those customers that qualify for low income discount. CONTRACTOR shall invoice Customers qualifying for the low income discount at an amount equal to eighty-five (85) percent of the standard Collection Service rate as set forth in Exhibit 1.
- 11.9. Methods of Payment. CONTRACTOR shall provide the means for Customers to pay bills through the following methods: cash, checks, credit cards, internet payment service and/or automatic withdrawal from bank account. CONTRACTOR shall accept Customer payments at CONTRACTOR'S payment site.
- 11.9.1. Accounts that pay their invoices using credit cards, debit cards and digital wallets may be subject to a convenience fee (\$1.99 per transaction for residential service; \$9.99 per transaction for commercial service; fee amount subject to change.) The convenience fee amount will be disclosed to customers during the bill payment process and customers will have the opportunity to consent to the convenience fee, or to pay their invoices by direct electronic debit from a bank account (e.g., Automated Clearing House or ACH network in the U.S. / Pre-Authorized Debit or PAD in Canada).
- 11.10. Service Rate Components. Collection Service rates, fees and surcharges shall consist of some combination of the following elements: a Contractor service fee component, a franchise fee component, a diversion programs and contract administration fee component, and such other components as may be added by COUNTY during the term of this Agreement.
- 11.11. Full Compensation. The Contractor service fee component of the Collection service rates, fees and surcharges charged and collected by CONTRACTOR as provided for in this Section and as set forth in Exhibit 1 shall be the full, entire, and complete

compensation due to CONTRACTOR pursuant to this Agreement for all costs necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

11.12. Adjustments to Service Rates, Surcharges and Fees. Beginning on January 1, 2026 and annually thereafter, subject to CONTRACTOR'S compliance with all provisions of this Section, each Collection Service rate, fee or surcharge as set forth in Exhibit 1 (the "Rates") to this Agreement shall be adjusted by the Refuse Rate Index as set forth in Section 11.13.1 below.

11.13. Refuse Rate Index (RRI) Adjustment. The RRI adjustment shall be the sum of the weighted percentage change in the annual average of each RRI index number between the base calendar year, which shall be the prior preceding 12 month period ending June 30 and the preceding 12 month period ending June 30 and the percentage change in the most recently approved Disposal tip fee charged to CONTRACTOR at the SVSWA Disposal Facility and/or the MRWMD Disposal Facility, as appropriate, and the prior tipping fee (from the most recently approved tip fee), at the time the RRI is submitted to the County. Therefore, the first rate adjustment will be based on the percentage changes between the Annual Average of the RRI indices for the 12 month period ending June 30, 2025 and the Annual Average of the RRI indices for the 12 month period ending June 30, 2024. The RRI shall be calculated using the RRI methodology included in Exhibit 2.

11.13.1. Annual Rate Adjustment.

11.13.1.1. On January 1, 2026, and annually thereafter, the service rates, fees and surcharges set forth in Exhibit 1 shall be adjusted by multiplying them by the RRI percentage adjustment.

11.13.1.2. However, in any year that the calculation of the RRI results in a negative number, there shall be no adjustment of those service rates, fees and surcharges.

11.13.1.3. In the subsequent year the negative RRI number from the prior year shall be added to the result of the subsequent years RRI calculation, and the result shall be the RRI percentage for that subsequent year, ("adjusted RRI percentage").

11.13.1.4. The subsequent year rate adjustment shall consist of multiplying the appropriate service rate, fee or surcharge by the adjusted RRI percentage.

11.13.1.5. Annual adjustments shall be made only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

11.13.2. Financial Information. On or before August 1st of each year, during the term of this Agreement, CONTRACTOR shall deliver to COUNTY financial information for the specific services performed under this Agreement for the preceding full or partial Calendar Year. Such financial information shall be in the format as set forth in Exhibit 2, or as may be further revised by COUNTY from time to time. If CONTRACTOR fails to submit the financial information in the required format by August 1st, it is agreed that CONTRACTOR shall be deemed to have waived the annual rate adjustment for that year.

- 11.13.3. If CONTRACTOR'S failure to submit the financial information required under Section 11.13 is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the Contract Administrator, COUNTY, at its sole discretion, may consider the request for the annual rate adjustment.
- 11.13.4. Within seven (7) days following the Board's approval of the rate adjustment, the Contract Administrator shall notify CONTRACTOR of the adjustment to the affected service rates to take place on the subsequent January 1st.
- 11.14. Retroactive Adjustments. In the event of a change in a governmental, quasi-governmental, franchise, regulatory fee, or tipping fee which becomes effective at some time other than January 1st of any year, CONTRACTOR shall be compensated for such increase through the inclusion of a "retroactive element" in the next rate adjustment. COUNTY and CONTRACTOR agree that the "retroactive element" shall be an amount needed to compensate CONTRACTOR for increases in fees paid during the period from the inception of the fee increase through the subsequent December 31st and shall not include interest, overhead, or any other costs of any type. The "retroactive element" shall only be included in the rate structure for twelve (12) months or that period necessary to allow CONTRACTOR to recover all retroactive amounts, if less than twelve (12) months, and shall be removed prior to calculating the rates to be set as of the subsequent January 1st.
- 11.15. Adjustments to Franchise Fee Component. The franchise fee component shall be adjusted as needed so that it always equals:
- 11.15.1. the Contractor service fee component
 - 11.15.2. divided by
 - 11.15.3. 1 minus the authorized franchise fee percentage
 - 11.15.4. multiplied by
 - 11.15.5. the authorized franchise fee percentage.
- 11.16. CONTRACTOR'S Payments to COUNTY. CONTRACTOR shall make payment to COUNTY of the diversion programs and administration fee, and the franchise fee, as set forth below, and such other fees as may be specified in this Section or as provided for in Section 11.17 below, and any other outstanding fees or obligations, together with a late fee equal to one and one half (1.5) percent per month (not compounded) of the amount of any payment obligations that are delinquent.
- 11.16.1. Franchise Fee. The franchise fee shall be a percentage of CONTRACTOR'S gross revenue collected each month under the terms of this Agreement. Except as set forth below, gross revenue shall specifically include revenue received by CONTRACTOR from any entity, including Federal, State, County or other local facilities within the Service Area for the provision of Collection Services by CONTRACTOR. Payment to COUNTY of the franchise fee shall be due on the twentieth (20th) day of the month following the month the franchise fees are collected. Each such franchise fee payment shall be accompanied by an accounting, which sets forth CONTRACTOR'S gross revenues collected, during the preceding month. Such accounting shall be in a form and manner that is acceptable

to COUNTY. The franchise fee percentage shall be ten (10) percent during the term of this Agreement unless adjusted by COUNTY.

11.16.1.1. Revenues derived from Collection Services provided to Federal, State or County local agencies at the rates set forth under the terms of this Agreement shall be considered “gross revenues” for purposes of calculating franchise fees. Notwithstanding the foregoing, if the Federal, State or County local agency receives Collection and/or Disposal services outside the scope of this Collection Agreement, or otherwise invokes its legal rights to pay fees for services excluding any portion of franchise fees, then such revenues shall not be considered “gross revenues” hereunder for purpose of payment of franchise fees to COUNTY.

11.16.2. Diversion Programs and Administration Fee. For the period beginning January 1, 2025 through the term of this Agreement, the diversion programs and administration fee shall be \$800,000 per Agreement Year (adjusted by the CPI index as set forth in Exhibit 2 RRI at the same time as the Collection Service rates as set forth in Section 11.13.1), payable to COUNTY on the twentieth (20th) day of each month beginning January 2025 and monthly thereafter during the term of this Agreement in twelve (12) equal installments each Agreement Year. Diversion programs and administration fee payments shall not be based on gross revenues billed or collected.

11.16.3. Negotiation Fee. No later than thirty (30) calendar days of the execution of this Agreement by the Board, CONTRACTOR shall pay to COUNTY a one-time, lump sum payment in the amount of One Hundred Thousand Dollars (\$100,000.00), in consideration of the right of negotiation granted by the COUNTY.

11.17. Other Fees. COUNTY may set such other fees as it deems necessary.

11.18. Acceptance of Payment. No acceptance by COUNTY of any payment shall be construed as an accord that the amount is in-fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim COUNTY may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recompilation by COUNTY. If, after the audit, such recompilation indicates an underpayment, CONTRACTOR shall pay to COUNTY the amount of the underpayment and shall reimburse COUNTY for all reasonable costs and expenses incurred in connection with the audit and recompilation within thirty (30) Work Days of receipt of written notice from COUNTY. If, after the audit, such recompilation indicates an overpayment, COUNTY shall notify CONTRACTOR in writing of the amount of the overpayment. CONTRACTOR may offset the amounts next due following receipt of notice of overpayment by the amount specified therein.

11.19. Billing Records. CONTRACTOR shall keep records, electronically or paper, of all billing documents and Customer account records, including but not limited to, invoices, receipts, and collection notices, each in chronological order, for a period of three (3) years after the date of receipt or issuance.

11.20. Extraordinary Rate Review.

11.20.1. In addition to the annual adjustment, the Rates shall, upon written request of CONTRACTOR, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to

any one or more of the following causes: (a) Force Majeure event; (b) changes in Applicable Law that is effective after the Effective Date of this Agreement; (c) increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services; and (d) any other extraordinary circumstances or causes or reasons that are not within the reasonable control of CONTRACTOR.

11.20.2. If CONTRACTOR requests a Rate adjustment pursuant to this Section 11.20, it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The COUNTY may request documentation and data reasonably necessary to evaluate such request by CONTRACTOR, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the COUNTY shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by CONTRACTOR. The COUNTY shall approve all properly calculated Rate adjustments within ninety (90) days of CONTRACTOR's request, and the adjusted Rates shall be deemed to take effect as of the date of CONTRACTOR's request.

11.20.3. In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the COUNTY shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Customers by the date the same are effective.

11.21. Rates for Additional Services. If Customer requests Collection Services at a Container capacity and/or Collection frequency not provided in the rates adopted by the Board of Supervisors, following COUNTY Board approval of the Contractor Service Fee Component of that Rate, CONTRACTOR may charge Customer that Rate agreed upon with Customer. COUNTY and CONTRACTOR understand and agree that rates must be approved and established by the Board pursuant to County Code and that CONTRACTOR cannot charge Customer that Rate agreed upon with Customer until such time as said Rate is approved and established by the Board.

11.22. Change in Travel Costs. In the event a change in travel costs has been calculated as set forth in Section 19.9.4 of this Agreement, the calculated change shall be added to the RRI percentage if it is positive or subtracted from the RRI percentage if it is negative. The adjusted RRI percentage shall then be applied as set forth in Section 11.13.1.

12. County Diversion Requirement.

12.1. In the event that CalRecycle determines that the COUNTY has failed to meet the COUNTY's applicable annual Diversion goal(s), and such failure resulted from CONTRACTOR's breach of this Agreement, CONTRACTOR shall submit a plan to the COUNTY no later than two (2) months after the COUNTY provides notice of CalRecycle's determination of non-compliance which details additional steps and/or programs the CONTRACTOR may implement to assist the COUNTY with achieving its Diversion requirements, as well as the increased costs for which the CONTRACTOR would be reimbursed. The plan shall include:

12.1.1. A summary of additional Diversion improvement activities that the COUNTY can implement within its current programs without additional cost to the Customers(i.e.,

changes to public outreach messages, COUNTY Code changes, improved enforcement);

12.1.2. A summary of new or enhanced infrastructure or other Diversion improving activities or programs that could achieve the goal but would potentially require an increase to the Rates, and estimated Rate impacts to Customers for each option; and

12.1.3. CONTRACTOR and COUNTY shall meet to discuss the plan and the COUNTY shall decide the most appropriate option to implement to increase Customer Diversion levels.

13. Collection Routes.

13.1. Street Sweeping. CONTRACTOR will work with COUNTY staff and use good faith efforts to establish routes that allow for Collection on the day immediately preceding any street sweeping schedules in effect on the effective date of this Agreement.

13.2. Subsequent Collection Route Changes. CONTRACTOR shall submit to COUNTY, in writing, any proposed route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of implementation. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by COUNTY. CONTRACTOR shall not implement any route changes without the prior approval of the Contract Administrator. If the route change will change the Collection day for a Customer, CONTRACTOR shall notify those Customers in writing of route changes not less than thirty (30) calendar days before the proposed date of implementation.

13.3. CONTRACTOR Audit of Routes. In addition to any other auditing requirements under this Agreement, CONTRACTOR shall perform a comprehensive audit of all Customer Routes every full or partial three (3) Calendar Years. The purpose of this audit is to ensure that each Customer is receiving the service for which the Customer is being billed. Any information requested by COUNTY regarding testing protocols, audit results, and recommendations will be made available within thirty (30) days of the request by COUNTY.

14. Collection Equipment.

14.1. General Provisions. All equipment used by CONTRACTOR in the performance of services under this Agreement shall be of a high quality. The vehicles shall be designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing or falling from the vehicles. The bodies of any vehicle, or any Container, used in Collection or transportation of Solid Waste must have watertight beds of metal or impervious material that can be cleaned as required by Section 10.41.070 of the County Code. CONTRACTOR shall not use any Collection vehicle that has more than 250,000 miles unless such vehicle is a Rebuilt Vehicle.

14.2. Clean Air Vehicles. During the term of this Agreement, to the extent required by law, CONTRACTOR shall ensure that its Collection vehicles are in full compliance with local, State and federal clean air requirements that were adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be contained in CCR Title 13, Section 2020 et seq; the Federal EPA's Highway Diesel Fuel Sulfur regulations and any other applicable air

pollution control laws. Changes in regulations adopted or enacted after the effective date of this Agreement shall be subject to Section 19.1 of this Agreement.

14.2.1. Contractor's obligations and/or scope of services under this Agreement exclude any existing requirements regarding the future conversion of fleets, or any part thereof, to Zero-emissions (ZEV) or Near-zero-emissions (NZEV) vehicle(s) or the future acquisition, hiring or use of ZEVs or NZEVs under Applicable Law, including without limitation Sections 2015 et seq. of Title 13 of the California Code of Regulations. Should such existing Applicable Law apply to any Contractor's vehicles used in the provision of services under this Agreement during the Term, then the COUNTY and Contractor agree to meet and confer in good faith to amend this Agreement to incorporate provisions and obligations reasonably necessary to comply with such Applicable Law, and Contractor shall be entitled to a Rate adjustment in accordance with Section 11.20 for such change in Contractor's obligations and/or scope of services under this Agreement.

- 14.3. Bulky Items. Vehicles used for Collection of Bulky Items containing Freon or other gases shall not use compactor mechanisms or mechanical handling equipment that may release Freon or other gases from pressurized appliances.
- 14.4. Safety Markings. All Collection equipment used by CONTRACTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of COUNTY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.
- 14.5. Vehicle Signage and Painting. Collection vehicles shall be painted and numbered and shall have CONTRACTOR'S name and the number of the vehicle painted in letters of contrasting color, at least six (6) inches high, on each side and the rear of each vehicle. CONTRACTOR shall repaint all vehicles (including vehicles striping if appropriate) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the Contract Administrator.
- 14.6. Bin and Container Signage, Painting, and Cleaning. All metal Bins and Containers of any service type furnished by CONTRACTOR shall be either painted or galvanized. All Bins and Containers shall display CONTRACTOR'S name, CONTRACTOR'S toll-free customer service telephone number, and the number of the Bin and shall be kept free of graffiti and in a clean and sanitary condition. Bins and Roll-Off Containers provided by CONTRACTOR shall be cleaned by CONTRACTOR as frequently as necessary to maintain them in a sanitary condition. Upon receipt of notification by CONTRACTOR of graffiti on a Bin or Container, CONTRACTOR shall clean or replace such Bin or Container within five (5) Work Days. Bins and Containers will be subject to periodic, unscheduled inspections by COUNTY and determination as to sanitary condition shall be made by COUNTY.
- 14.7. Cart Signage, Painting, and Cleaning. All Carts shall display CONTRACTOR'S name, CONTRACTOR'S toll-free customer service telephone number, and other information required by SB 1383.
- 14.8. Collection Vehicle Noise Level. The noise level generated by vehicles using compaction mechanisms during the stationary compaction process will not exceed eighty (80) decibels at a distance of twenty-five (25) feet from the vehicle measured at an elevation of five (5) feet above ground level using the "A" scale of a standard sound level meter at

slow response, or applicable law, whichever is more stringent. All Collection vehicles shall be tested prior to providing Collection Services and thereafter upon notification by COUNTY of a noise complaint.

- 14.9. Vehicle Registration, Licensing and Inspection. CONTRACTOR shall maintain documentation to verify that each of CONTRACTOR'S Collection vehicles are in compliance with all registration, licensing and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other applicable laws or regulations, including a permit issued by County Department of Health, Environmental Health Division. Upon written request by the Contract Administrator, copies of such documentation shall be provided to COUNTY within five (5) Work Days of the request. CONTRACTOR shall not use any vehicle to perform Collection Services that is not in compliance with applicable registration, licensing and inspection requirements.
- 14.10. Equipment Maintenance. CONTRACTOR shall maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment shall operate properly and be maintained in a condition satisfactory to COUNTY. CONTRACTOR shall wash all Collection vehicles at least once a week. All washings shall be conducted in a manner that conforms to the BMP Guidelines for Non- Point Source Pollutants in the publication entitled Storm Water Best Management Practices Handbook for Industrial Commercial and shall comply with other regulations set forth by the jurisdiction in which the Collection vehicle is washed.
 - 14.10.1. Maintenance Log. CONTRACTOR shall maintain a maintenance log for all Collection vehicles. The log shall at all times be accessible to COUNTY by physical inspection upon request of Contract Administrator, and shall show, at a minimum, each vehicle's CONTRACTOR assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.
- 14.11. Equipment Inventory. On or before January 1, 2025, CONTRACTOR shall provide to COUNTY an inventory of Collection vehicles and major equipment used by CONTRACTOR for Collection or transportation and performance of services under this Agreement. The inventory shall indicate each Collection vehicle used by CONTRACTOR, assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the date of noise testing, the decibel rating, the maintenance status, and proof of compliance with Section 14.2. CONTRACTOR shall submit a written updated inventory upon request by the ContractAdministrator.
- 14.12. Reserve Equipment. CONTRACTOR shall have available to it, at all times, a reasonable number of reserve Collection equipment which can, to the extent needed to complete the Collection route, be dispatched within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by CONTRACTOR to perform the contractual duties.
- 14.13. Covering of Loads. All loads not in covered body trucks shall be tarped or restrained to prevent spilling.
- 14.14. Weight Restrictions. CONTRACTOR shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight

restrictions on vehicles. CONTRACTOR acknowledges that COUNTY may document compliance with this provision of the Agreement through review of scale tickets and records of the Disposal and processing facilities.

15. **CONTRACTOR'S Personnel.**

- 15.1. Personnel Requirements. CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. CONTRACTOR shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
- 15.2. Transfer of Personnel. COUNTY may request the transfer of any employee of CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of their duties.
- 15.3. Identification Badge. CONTRACTOR shall require its drivers, and all other employees who come into contact with the public, to wear a uniform or an identification badge clearly identifying the employee as an employee of CONTRACTOR. Employees shall also have embroidered on the uniform or prominently displayed on the badge, their name for identification by the Customer.
- 15.4. Valid License. Each driver of a Collection vehicle shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.
- 15.5. Applicable Laws. Each driver of a Collection vehicle shall at all times comply with all applicable state and federal laws, regulations and requirements.
- 15.6. Representation. CONTRACTOR'S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of COUNTY.
- 15.7. Safety Training. CONTRACTOR shall provide suitable operational and safety training for all of its personnel, including those who drive vehicles or operate other Collection equipment. Training will include live, on-the-job-training by supervisors. CONTRACTOR will train its drivers to identify Unacceptable Waste and comply with the Waste Screening Protocol set forth below.
- 15.8. Waste Screening Protocol. For all drivers, route supervisors, and any other employee that is reasonably likely to encounter Hazardous Waste, CONTRACTOR will develop and implement a Waste Screening Protocol in compliance with applicable law and including the following provisions:
 - 15.8.1. Awareness Level training meeting the requirements of 29 CFR 1910.120(q)(6)(i), including hazard evaluation methods, emergency preparedness, and emergency response plan implementation techniques with the intent that they learn who, what and how to report on the incident;
 - 15.8.2. Means of driver inspection, such as visual inspection during tipping of Containers into vehicles;
 - 15.8.3. Immediate driver response, such as load segregation and notification procedures, including notifying the Customer;
 - 15.8.4. Driver notification, such as calling CONTRACTOR'S dispatcher or route supervisor;

- 15.8.5. Customer notification, including description of proper means to dispose of Unacceptable Waste, by phone call and/or written material;
- 15.8.6. Notification of appropriate local agency or department (with contact phone number);
- 15.8.7. Appropriate action, such as segregation and containerization for manifesting and transport for Disposal as required by applicable law or securing services of permitted handling and transport company; and
- 15.8.8. Form, content and placement of labels on Containers that prohibit discard of Unacceptable Waste.

16. Public Education Programs.

16.1. Public Education and Outreach. CONTRACTOR, at its own expense, shall prepare, submit to COUNTY, and implement an annual (Calendar Year) Public Education and Outreach Program. The initial proposed action plan must be submitted for COUNTY approval on or before December 1, 2024 and annually thereafter no later than December 1 for the next Calendar Year.

16.1.1. Annual Public Education and Outreach Budget. The public education and outreach budget for January 1 through December 31 shall be \$75,000 (the "Annual Pub Ed Budget"). CONTRACTOR will not be required to spend more than the Annual Pub Ed Budget during any Calendar Year on matters contemplated by this Section 16 or elsewhere in the Agreement regarding public education and outreach. If CONTRACTOR does not spend the full Annual Pub Ed Budget in a particular Calendar Year, the difference shall be applied to the following year's Annual Pub Ed Budget. The Annual Pub Ed Budget will be adjusted each January 1 by the year over year change in average CPI-U.

16.1.2. School Education and Outreach. CONTRACTOR will provide diversion education and outreach services to all schools in the Service Area which subscribe to some or all of the Collection Services offered by CONTRACTOR. Such services may include classroom presentations, distribution of diversion and recycling materials, classroom curriculum, and provision of technical assistance to establish school facility recycling programs.

16.2. Annual Collection Service Notice. Each Calendar Year during the term of this Agreement, CONTRACTOR shall provide information to all SFD, MFD and Commercial Customers regarding Collection Service programs. To the extent appropriate, based on the category of Customers receiving the notice, said information shall contain at a minimum, definitions of the materials to be Collected, procedures for setting out the materials, the availability of on-call Collection of Bulky Items, Universal Waste, and E-Waste. The information shall be provided in English and Spanish.

16.3. Additional Programs and Services. CONTRACTOR shall provide additional services and programs as requested by COUNTY pursuant to Section 19 of this Agreement. In the event CONTRACTOR and COUNTY cannot reach an agreement for the requested service or program, COUNTY shall have the right to procure the service of other vendors or contractors to provide the requested service, provided such services provided by other vendors or contractors do not include Solid Waste, Recyclables, Organic Waste or other materials that CONTRACTOR has the exclusive right to collect under this Agreement.

17. **CONTRACTOR'S Facilities.**

17.1. CONTRACTOR Facilities.

17.1.1. Administrative Offices and Operation & Maintenance Yard. CONTRACTOR'S administrative offices and its operation and maintenance yard, to include the vehicle parking area (the "Local Office"), must be located within thirty-five (35) miles of the County Department of Health, Environmental Health Division primary office in Salinas, California, at the address referenced in Section 31.5 of this Agreement. CONTRACTOR'S Local Office shall provide a toll free telephone access to residents of COUNTY, shall be staffed by trained and experienced Customer Service Representatives (CSR's), and shall be located where Customers can pay bills for service in person. Such office shall have responsible persons in charge during Collection hours and shall be open during normal business hours, 8:00 a.m. to 5:00 p.m., Monday - Friday. During those times that the Local Office is closed, the CONTRACTOR shall provide self service options available at www.wm.com. Calls received after normal business hours shall be addressed the morning of the next Work Day.

17.2. Emergency Contact. Prior to January 1, 2025, CONTRACTOR shall provide the Contract Administrator with an emergency phone number where CONTRACTOR can be reached outside of the required office hours.

17.3. Multilingual; Relay Services. CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English and Spanish, as well as a relay service used by deaf and hard of hearing customers.

17.4. Customer Responsiveness.

17.4.1. Contractor shall maintain a toll-free phone line that can be called by Customers. Customers shall be able to reach a person on the toll-free phone line during normal working hours (M – F, 8 a.m. – 5:00 p.m.); such hours may be adjusted upon agreement of the parties. The primary customer service office will be located in the County.

17.4.2. Contractor bills, invoices and other business correspondence shall contain the Contractor's phone number.

17.4.3. Customers can contact Contractor through phone, email, online chat, WM App and website.

17.5. Customer Service Log. CONTRACTOR will utilize a Customer Service Log to maintain a record of all inquiries and complaints in a manner approved by COUNTY. The log shall include the information in a form and manner agreeable to COUNTY.

17.6. Bilingual Customer Correspondence. CONTRACTOR will print all letters, notices, bulletins, educational materials, and other correspondence with Customers in English and Spanish.

17.7. Website. CONTRACTOR shall develop and maintain a website describing services provided in the Service Area that is accessible by the public. The site shall be available to Customers and include answers to frequently asked questions, rates for all Collection Services, specifications for Recyclables and Organic Waste, Collection Service schedules, and other related topics. CONTRACTOR shall arrange for COUNTY'S website to include a link to CONTRACTOR'S website and CONTRACTOR'S website

shall contain a link to COUNTY'S web site. CONTRACTOR'S website shall contain all public education and outreach materials and correspondence distributed to Customers during the Calendar Year. CONTRACTOR'S website shall provide the public the ability to e-mail complaints to CONTRACTOR and to pay bills on-line.

18. Service Inquiries and Complaints.

- 18.1. CONTRACTOR'S Customer Service. All service inquiries and complaints shall be directed to CONTRACTOR. A representative of CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints will be handled by CONTRACTOR in a prompt and efficient manner. CONTRACTOR shall not refer or forward Customers to COUNTY for resolution of Complaints or answers to inquiries unless Customer insists, in which event CONTRACTOR will refer Customers to the Contract Administrator.
- 18.2. Response Requirements. For those complaints related to missed Collections that are received by 5:00 p.m. on a Work Day, CONTRACTOR shall have until the end of the following Work Day to resolve the complaint. For those complaints related to repair or replacement of Carts or Bins, the appropriate Articles of this Agreement shall apply.
- 18.3. Missed Collections. CONTRACTOR agrees that it is in the best interest of COUNTY that all Solid Waste, Recyclables, Green Waste, Bulky Items, U-Waste, E-Waste, CED's and Used Oil and Used Oil Filters be Collected on the scheduled Collection day. Accordingly, missed Collections will normally be Collected as set forth above regardless of the reason that the Collection was missed. However, in the event a Customer requests and receives missed Collection Services more than two (2) times each full or partial Calendar Year during the term of this Agreement, CONTRACTOR shall have the right to invoice the Customer for further missed Collection Services during the remainder of that Calendar Year at the rate set forth in Exhibit 1.

19. Modifications to the Agreement.

- 19.1. Agreement Modifications and Change in Law. COUNTY and CONTRACTOR understand and agree that the California legislature and the federal government have the authority to make comprehensive changes in solid waste management legislation and that these and other changes in state and federal law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. CONTRACTOR agrees that the terms and provisions of local ordinances or regulations, including the County Code and any Joint Powers Authorities Agreement (hereafter, "JPA Agreement") between COUNTY, Monterey Regional Waste Management District and the Salinas Valley Solid Waste Authority (hereafter, collectively referred to as "Joint Powers Authorities" or "JPA") as said JPA Agreement now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of CONTRACTOR located within the Service Area. In the event any future Change in Law, modifications to the JPA Agreement, or directed changes by COUNTY, materially alter the obligations of CONTRACTOR, then the affected compensation as established under this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. COUNTY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to Change in Law. When such modifications are made to this Agreement, COUNTY

and CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of CONTRACTOR due to any modification in this Agreement pursuant to this Article. COUNTY and CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. Modifications to this Agreement shall be made pursuant to Article 19 of this Agreement.

- 19.2. COUNTY Requested Service and Program Changes. COUNTY may request CONTRACTOR to perform additional services (including new diversion programs, additional public education activities, etc.), eliminate programs, or modify the manner in which it performs existing services. Changes in the minimum diversion requirement set forth in Article 12 of this Agreement, pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of Collection vehicles, and/or new requirements for Customers are included among the kinds of changes which COUNTY may request. Any such modified services must be agreed upon by the parties in writing. Upon approval by the County Board, CONTRACTOR shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.
- 19.3. CONTRACTOR Proposed Changes. CONTRACTOR may propose program changes to COUNTY in the manner set forth in Section 19.4 below. Upon approval by the County Board, CONTRACTOR shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.
- 19.4. Service Proposal. Within thirty (30) calendar days of receipt of a request for a service change from COUNTY, or when initiating a voluntary or involuntary proposal to change current programs, CONTRACTOR shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:
 - 19.4.1. Program objectives and goals to be used in measuring the success of the program as discussed in Section 19.6 below;
 - 19.4.2. Collection methodology to be employed (equipment, manpower, etc.);
 - 19.4.3. Equipment to be utilized (vehicle number, types, capacity, age, etc.);
 - 19.4.4. Labor requirements (number of employees by classification);
 - 19.4.5. Type of Carts or Bins to be utilized;
 - 19.4.6. Provision for program publicity, education, and marketing; and
 - 19.4.7. Five (5) year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.
- 19.5. Other Contractors. CONTRACTOR acknowledges and agrees that COUNTY may permit other contractors or companies besides CONTRACTOR to provide additional services not otherwise contemplated by this Agreement if CONTRACTOR and COUNTY cannot agree on terms and conditions, including compensation adjustments, of such services in one hundred twenty (120) calendar days from the date when COUNTY first requests a

proposal from CONTRACTOR to perform such services. This section does not apply to materials that CONTRACTOR has the exclusive right to collect under this Agreement.

- 19.6. Monitoring and Evaluation. At COUNTY'S request, CONTRACTOR shall meet with COUNTY to describe the progress of each new program and other service issues. At each meeting, COUNTY and CONTRACTOR shall have the opportunity to discuss revisions to the program. CONTRACTOR shall document the results of the new programs on a monthly basis, including at a minimum the tonnage diverted by material type, the end use or processor of the diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by CONTRACTOR and/or COUNTY necessary to evaluate the performance of each program.
- 19.7. Termination for Cause. COUNTY shall have the right to terminate a program or assign the program to a third party (provided it does not include services or materials for which CONTRACTOR has exclusive rights under this Agreement) for cause at no cost to COUNTY or COUNTY'S ratepayers if CONTRACTOR is not achieving the program's agreed to and defined goals and objectives. Prior to such termination or assignment, COUNTY shall meet and confer with CONTRACTOR for a period of up to ninety (90) calendar days to resolve COUNTY'S concerns. Thereafter, COUNTY may terminate the program or utilize a third party to perform these services if COUNTY reasonably believes CONTRACTOR cannot meet or is not meeting the agreed to and defined project goals and objectives. Notwithstanding these changes, CONTRACTOR shall continue the program during the ninety (90) day period and, in the event COUNTY elects to utilize a third party to continue the program, thereafter until the third party takes over the program.
- 19.8. Termination without Cause. COUNTY shall also have the right to terminate a program without cause. As a condition of the termination, COUNTY shall reimburse CONTRACTOR for all costs incurred for implementation and performance of the program that were identified in the program proposal prepared and submitted by CONTRACTOR and agreed to by COUNTY which have not been funded or otherwise recovered through program compensation at the time the program is terminated.
- 19.9. COUNTY Directed Changes in Facilities. If COUNTY requires that CONTRACTOR change Disposal or processing facilities, the Contractor Service Fee Component will be adjusted for any increase or decrease in CONTRACTOR'S direct costs, including transportation between the old and new facility, as follows:
 - 19.9.1. With respect to changes in the facilities in the boundaries of the SVSWA, the increase or decrease in transportation is measured by the shortest route between the COUNTY Department of Health, Environmental Health Division, located at 1270 Natividad Road, Salinas to the new facility that is legally traversable by Collection vehicles carrying their usual load of the appropriate material, although CONTRACTOR may choose a longer route for reason of time, traffic or other convenience without additional compensation. Distances from 1270 Natividad Road, Salinas are as follows:
 - 19.9.1.1. to Johnson Canyon Landfill, approximately 24.6 miles;
 - 19.9.1.2. to Madison Lane transfer station, approximately 3.4 miles;
 - 19.9.1.3. to Jolon transfer station, approximately 49.45 miles;

- 19.9.1.4. to ReGen Monterey, approximately 14.4 miles;
 - 19.9.1.5. to Johnson Canyon Landfill Green Waste Processing Facility approximately 24.6miles; and
 - 19.9.1.6. to Johnson Canyon Landfill Construction and Demolition Debris Processing Facility, approximately 24.6 miles.
- 19.9.2. With respect to changes in the facilities in the boundaries of the MRWMD, the increase or decrease in transportation is measured by the shortest route between the County Health Department located at 1200 Aguajito Road, Monterey to the new facility that is legally traversable by Collection vehicles carrying their usual load of the appropriate material, although CONTRACTOR may choose a longer route for reason of time, traffic or other convenience without additional compensation. The distances from the County Health Department located at 1200 Aguajito Road are as follows:
- 19.9.2.1. to Monterey Peninsula landfill, approximately 8.4 miles;
 - 19.9.2.2. to ReGen Monterey, approximately 8.4 miles;
 - 19.9.2.3. to Monterey Peninsula Green Waste Processing Facility, approximately 8.4 miles; and
 - 19.9.2.4. to Monterey Peninsula Construction and Demolition Debris Processing Facility, approximately 8.4 miles.
- 19.9.3. CONTRACTOR will submit documentation to the satisfaction of COUNTY demonstrating the number of Collection vehicles from identified routes, with dated weight tickets, establishing the increase or decrease in mileage for a one (1) month period.
- 19.9.4. The total increase or decrease in miles will be multiplied by the Collection vehicle travel cost per mile as set forth in Exhibit 1 to this Agreement to calculate the change in cost for one (1) month and annualized to calculate the change in cost for one (1) year. The one (1) year change in cost will then be divided by the gross revenue for the last complete twelve (12) month period to calculate the percentage change in travel costs. The percentage change shall be truncated at the second decimal point and shall be added to or subtracted from, as appropriate, in the next RRI calculation as set forth in Section 11.13.
- 19.10. Modification to Exhibit 10, COUNTY Facilities. In the event COUNTY requests a modification to Exhibit 10 to this Agreement due to an addition or deletion to the COUNTY Facilities, or a change in the container size or frequency of Collection as set forth in Exhibit 10, COUNTY shall notify CONTRACTOR of the change in writing at least thirty (30) days prior to the date of such change. The written notification shall include a revised Exhibit 10 for the review of CONTRACTOR. CONTRACTOR shall respond to the request for modification of Exhibit 10 by signing the revised Exhibit 10 and returning it to the COUNTY or requesting that a meeting be held between CONTRACTOR and COUNTY to discuss the requested modification. In the event COUNTY and CONTRACTOR are unable to agree on the modification, Exhibit 10 shall remain unmodified and COUNTY shall have the right to secure the services from another contractor. For purposes of this Section a change of the address of a COUNTY Facility included in Exhibit 10 is not considered a modification of Exhibit 10.

19.11. Modification to Exhibit 11, Large Venue Events. On or before October 1, 2025 and annually thereafter during the term of this Agreement, COUNTY shall provide CONTRACTOR with an amended Exhibit 11 showing the name, date and location of all large venue events for the upcoming Calendar Year. COUNTY shall have the right to unilaterally modify the specific events included on Exhibit 11 as long as the total number of "COUNTY sponsored" annual events does not exceed twelve (12) and as long as the estimated Collection capacity, in yards, of the added event does not exceed the median level of required Collection capacity, of four (4) yards of the events set forth on Exhibit 11 prior to the modification. In the event the COUNTY requests that CONTRACTOR provide Collection Services at large venue events in excess of the limitations set forth in this Section, CONTRACTOR shall provide such services at a price to be mutually agreed upon between CONTRACTOR and COUNTY. In the event CONTRACTOR and COUNTY cannot reach a mutually agreed price for the requested services CONTRACTOR shall provide such services in accordance with the rates set forth in Exhibit 1 to this Agreement.

20. Recordkeeping, Inspections, and Reporting.

20.1. Record Keeping.

20.1.1. Accounting Records. CONTRACTOR shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Customers for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Agreement.

20.2. Agreement Performance Records. CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

20.3. Reporting Requirements. Monthly and annual reports shall be prepared and submitted as set forth in Exhibit 7 in a form and manner acceptable to COUNTY. This list of requested information may be amended during the term of this Agreement at the discretion of the Contract Administrator.

20.3.1. Upon notification by the Contract Administrator that information reported by CONTRACTOR is incorrect, CONTRACTOR shall provide corrected information in the original format within three (3) Work Days unless a longer time is agreed to by COUNTY and CONTRACTOR.

20.4. Inspection. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Contract Administrator, COUNTY Counsel, COUNTY Auditor, or designee of any of these officers. Copies of such documents shall be provided to COUNTY for inspection at COUNTY offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR'S address indicated for receipt of notices in this Agreement.

20.5. Records Security. Where COUNTY has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR'S business, COUNTY may, by written request or demand of the

Contract Administrator, require that custody of the records be given to COUNTY and that the records and documents be maintained at COUNTY offices. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

21. Quality of Performance of CONTRACTOR.

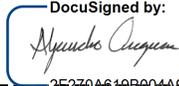
- 21.1. Intent. CONTRACTOR acknowledges and agrees that one of COUNTY'S primary goals in entering into this Agreement is to ensure that Collection Services are of the highest caliber, that Customer satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials Collected are put to the highest and best use to the extent feasible.
- 21.2. Service Supervisor. CONTRACTOR will provide the name of the service supervisor to be in charge of the Collection Services within the Service Area to COUNTY. At least thirty (30) calendar days prior to replacing the service supervisor, if possible, CONTRACTOR shall notify COUNTY in writing of the name and qualifications of the new service supervisor. CONTRACTOR shall insure that such replacement is qualified and experienced. The service supervisor's work place shall be physically located in the Service Area, at all times that CONTRACTOR is providing Collection Services. In addition the supervisor shall be available to the Contract Administrator through the use of telecommunication equipment, and be able to respond to voice messages within one (1) hour at all times that CONTRACTOR is providing Collection Services. In the event the service supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the service supervisor. The service supervisor shall provide COUNTY with an emergency phone number where the service supervisor can be reached outside of normal business hours.
- 21.3. Liquidated Damages. The parties further acknowledge that consistent and reliable Collection Services are of utmost importance to COUNTY and that COUNTY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in awarding the Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if CONTRACTOR fails to achieve the performance standards, or fails to submit required documents in a timely manner, COUNTY and COUNTY'S residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to COUNTY'S right to treat such non-performance as an event of default under Article 24, the parties agree that the liquidated damages amount defined in this Article represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to COUNTY, customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

COUNTY OF MONTEREY

USA WASTE OF CALIFORNIA, INC.

DocuSigned by:

 C7A30BA99CA8423...

DocuSigned by:

 2F270A619B804A9...

Elsa Mendoza Jimenez,

Alex Oseguera, President

Director of Health Services

CONTRACTOR agrees to pay (as liquidated damages and not as penalty) the following amounts:

LIQUIDATED DAMAGES		
Item		Amount
a.	Failure or neglect to resolve each complaint within the time set forth in this Agreement. (Section 18.2)	\$100.00 per incident per Customer.
b.	Failure to comply with the hours of operation as required by this Agreement. (Section 3.4)	\$100.00 per incident per day.
c.	Failure to properly return empty Carts or Bins to the point of Collection to avoid pedestrian or vehicular traffic impediments or to place Carts upright in excess of five (5) occurrences per quarter. (Section 3.5)	\$150.00 per incident per day.
d.	Failure to deliver or exchange Carts, Bins, or other Containers within the time required. (Section 3.7)	\$100.00 per incident per day.
e.	Failure to repair or replace damaged Carts, Bins, or other Containers within the time required. (Section 3.7.2 and 3.7.3)	\$100.00 per incident per day.
f.	Failure to timely install locks on Bins. (Section 3.7.4)	\$100.00 per incident per day.
g.	Commingling Solid Waste and Recyclables during Collection and/or transportation to the appropriate facility. (Section 3.14.1)	\$1,000.00 per incident.
h.	Commingling of materials Collected inside and outside the Service Area during Collection and/or transportation to the facility, except as agreed by the parties. (Sections 3.14.2 & 3.14.3)	\$1,000.00 per incident.
i.	Failure to timely clean up litter or spillage of material, or vehicle fluids caused by CONTRACTOR. (Section 3.15.3)	\$300.00 per incident per location.
j.	Damage to public streets within the Service Area caused by CONTRACTOR. (Section 3.15.5)	Actual cost of repair to COUNTY'S satisfaction at no cost to COUNTY.
k.	Failure to repair damage to Customer property caused by CONTRACTOR or its personnel. (Section 3.18)	\$500.00 per incident per location.

l.	Disposal of Recyclables or Organic Waste in the Disposal Facility without first obtaining the required permission of COUNTY. (Section 4.14)	\$1,000.00 per load.
m.	Failure to deliver any Collected materials to COUNTY approved Disposal Facility, Recyclables Processing Facility, C&D Facility or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement. (Sections 4.6 – 4.12)	\$5,000.00 first failure. \$25,000.00 eaach subsequent failure.
o.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day. (Various Sections)	\$1,000.00 for each route not completed.
p.	Failure to replace Used Oil and Used Oil Filter Containers within three (3) Work Days of notification of need for replacement in excess of five (5) occurrences per quarter. (Various Sections)	\$150.00 per incident per day.
q.	Changing routes without proper notification to COUNTY or Customers as appropriate. (Section 13.2)	\$500.00 per incident per day.
r.	Failure to timely conduct Route Audits. (Section 13.3)	\$150.00 per incident per day.
s.	Failure to display CONTRACTOR'S name and toll-free customer service phone number on Collection vehicles, Bins and other Containers. (Sections 14.5 - 14.7)	\$100.00 per incident per day.
t.	Failure to maintain equipment, vehicles, Carts, Bins and other containers in a clean, safe, and sanitary manner including the removal of graffiti. (Article 14)	\$100.00 per incident per day.
u.	Failure to properly cover materials in Collection vehicles. (Section 14.13)	\$300.00 per incident.
v.	Failure to have CONTRACTOR personnel in proper uniform or with proper identification (Section 15.3)	\$100.00 per incident per day.
w.	Failure to have a vehicle operator properly licensed. (Section 15.4)	\$500.00 per incident per day.
x.	Failure to maintain office hours. (Section 17.1.1)	\$100.00 per incident per day.
y.	Failure to provide a Spanish speaking Customer Service Representative. (Section 17.3)	\$150.00 per incident per day.
z.	Failure to meet the Customer call requirements.	\$150.00 per incident.

	(Sections 17.4)	
aa.	Failure to provide documents and reports in a timely manner. (Article 23 and Exhibit 7)	\$250.00 per incident per day.
bb.	Failure to provide accurate documents and reports. (Section 20.3 and Exhibit 7)	\$250.00 per incident.
cc.	Failure to correct submittal of inaccurate data within three (3) Work Days (or such other agreed to time) of notification by COUNTY. (Article 20).	\$500.00 per incident per day.
dd.	Failure to obtain any approval, consent or approval of COUNTY or to notify COUNTY when required. (Various Sections)	\$250.00 per failure / per day.
ee.	Failure to cure non-compliance with the provisions of this Agreement in the manner and time set forth in this Agreement. (Various Sections)	\$150.00 per incident per day.
ff.	Failure to provide HAZWOPER First Responder, Awareness Level training. (Section 15.7)	\$1,000.00 per employee per incident.

21.4 Procedure for Assessing Liquidated Damages.

21.4.1 COUNTY may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints. During the first sixty (60) days of the term of this Agreement, COUNTY will allow CONTRACTOR up to five (5) Work Days to cure certain events related to the provision of Collection Services prior to assessing liquidated damages as set forth herein. However, no such consideration shall be given to events that include improper commingling of materials or failure to deliver materials to designated facilities. COUNTY must make a claim for liquidated damages within 60 days of the underlying event.

21.4.2 Prior to assessing liquidated damages, COUNTY shall give CONTRACTOR notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. CONTRACTOR may review (and make copies at its own expense) all information in the possession of COUNTY relating to incident(s)/non-performance. CONTRACTOR may, within ten (10) Work Days after receiving notice, request a meeting with COUNTY to present evidence regarding the accuracy of the facts related to the incident. If a meeting is requested, it shall be held by the Contract Administrator or his/her designee. CONTRACTOR may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The Contract Administrator or designee will provide CONTRACTOR with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the Contract Administrator or designee may be appealed to the COUNTY Board. The decision of the COUNTY Board shall be final and CONTRACTOR shall have been deemed to have exhausted its administrative remedies and can thereafter challenge the decision of

the County Board in the Superior Court of the County of Monterey, State of California.

21.4.3 COUNTY may assess liquidated damages for each calendar day or event, as appropriate, CONTRACTOR is determined to be liable in accordance with this Agreement.

21.4.4 CONTRACTOR shall pay any liquidated damages assessed by COUNTY within ten (10) Work Day days after they are assessed. If they are not paid within the ten (10) day period, COUNTY may proceed against the letter of credit or performance bond required by the Agreement or terminate the franchise granted by this Agreement, or both.

22. Compliance with Laws and Permits.

22.1. Compliance with Law. CONTRACTOR shall comply, at its own expense, fully and faithfully with all local, state, and federal laws, ordinances, regulations and permit requirements, including the COUNTY Code as may be amended from time to time, applicable to its performance under this Agreement, or in any way related to CONTRACTOR'S performance of the services required under this Agreement.

22.2. Permits, Authorizations, and Licenses. CONTRACTOR shall obtain, and shall maintain throughout the term of this Agreement, at CONTRACTOR'S sole expense, all necessary permits, licenses, inspections, and approvals required for CONTRACTOR to perform all the work and services agreed to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall show proof of such permits, licenses, or approval and shall demonstrate compliance with the terms and conditions of such permits, license, or approvals upon request of COUNTY.

23. Independent Contractor.

23.1. In the performance of services pursuant to this Agreement, CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of COUNTY. CONTRACTOR shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its officers, employees, agents, contractors or subcontractors shall obtain any right to retirement benefits, workers compensation benefits, or any other benefits which accrue to COUNTY employees. CONTRACTOR expressly waives any claim it may have or acquire to such benefits.

24. Default of Agreement.

24.1. Termination. COUNTY may cancel this Agreement, except as otherwise provided below in this Article, by giving CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Section 31.5, upon the occurrence of any one of the following events:

24.1.1. Insolvency. CONTRACTOR takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition or answer seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or

consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

- 24.1.2. Bankruptcy. By order or decree of a Court, CONTRACTOR is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of CONTRACTOR, seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall become null, void and of no effect, unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or
- 24.1.3. Receivership. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of CONTRACTOR, and such possession or control continues in effect for a period of sixty (60) calendar days; or
- 24.1.4. Refusal to pay liquidated damages. CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the liquidated damages or other monies due COUNTY and said default is not cured within thirty (30) calendar days of receipt of written notice by COUNTY to do so; or
- 24.1.5. Final Judgment Unsatisfied. CONTRACTOR has defaulted by allowing any final judgment for the payment of money to COUNTY stand against it unsatisfied and said default is not cured within thirty (30) calendar days of entry of judgment or receipt of written notice by COUNTY to do so, whichever date occurs earlier; or
- 24.1.6. Failure to Perform. CONTRACTOR has failed or refused to perform or observe the terms, conditions or covenants in this Agreement, including satisfactory compliance with the requirements of the service levels prescribed herein, or any of the rules and regulations promulgated by COUNTY pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto and; said default is not cured within thirty (30) calendar days of receipt of written notice by COUNTY to do so; or, if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by CONTRACTOR of written demand from COUNTY to do so, CONTRACTOR fails to commence the remedy of such default within said thirty (30) calendar days following such written notice or having so commenced, fails thereafter to diligently pursue a cure to the default.
- 24.2. Performance Bond or Letter of Credit. In the event that the monies due COUNTY under Section 24.1.4 above or an unsatisfied final judgment under Section 24.1.5 above is the subject of a judicial proceeding, COUNTY may, at its option call the performance bond or letter of credit, or hold CONTRACTOR in default of this Agreement. All bonds shall be in the form acceptable to the COUNTY Attorney; or
- 24.3. Burden of Proof. In any dispute concerning failure to remedy or diligence in pursuing a cure, CONTRACTOR shall have the burden of proof to demonstrate: (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time.

- 24.4. Interim Collection Services. In the event CONTRACTOR fails, for reasons other than Force Majeure, to provide Collection Services for a period of three (3) consecutive Work Days, on the fourth (4th) Work Day, COUNTY may secure CONTRACTOR'S equipment, records and other property used or useful in providing Collection Services under this Agreement in order to provide interim Collection Services until such time as the matter is resolved and CONTRACTOR is again able to perform pursuant to this Agreement. If CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of COUNTY under this Agreement to CONTRACTOR shall cease and this Agreement may be deemed terminated by COUNTY, and COUNTY shall retain equipment, records and other property used in providing Collection Services on an interim basis until COUNTY has made other suitable arrangements for the provision of Collection Services, which may include award of this Agreement to another contractor.
- 24.5. Business Records. In the event that the Agreement is terminated, CONTRACTOR shall furnish COUNTY with immediate access to all of its business records related to its Customer and billing accounts for Collection Services.
- 24.6. Effective Date. In the event of any of the events specified above, and except as otherwise provided in this Article, termination shall be effective upon the date specified in COUNTY'S written notice to CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of COUNTY under this Agreement to CONTRACTOR shall cease, and COUNTY shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors for the Services specified in this Agreement. For failure to perform under the terms of this Agreement, CONTRACTOR shall reimburse COUNTY all direct and indirect costs of providing interim Collection Services.
- 24.7. Immediate Termination. COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond or letter of credit as required by this Agreement, CONTRACTOR fails to obtain or maintain insurance policies and/or endorsements as required by this Agreement, or CONTRACTOR fails to provide the proof of insurance as required by this Agreement.
- 24.8. Termination Cumulative. COUNTY'S right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
25. **Assignment.**
- 25.1. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by CONTRACTOR without the express written consent of COUNTY. COUNTY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by CONTRACTOR. Any assignment of this Agreement made by CONTRACTOR without the express written consent of COUNTY shall be null and void and shall be grounds for COUNTY to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to CONTRACTOR. Upon the date of such notice, this Agreement shall be deemed immediately terminated. Upon such termination all liability of COUNTY under this Agreement to CONTRACTOR shall cease. COUNTY shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors, or any other person or company for the service which is the subject of this Agreement.

In the event of any assignment approved by COUNTY, the assignee shall fully assume all the duties, responsibilities and liabilities of CONTRACTOR set forth in this Agreement.

- 25.2. The use of a subcontractor to perform services under this Agreement shall not constitute delegation of CONTRACTOR'S duties provided that CONTRACTOR has received prior written authorization from the Contract Administrator to subcontract such services and the Contract Administrator has approved a subcontractor who will perform such services. CONTRACTOR shall be responsible for directing the work of CONTRACTOR'S subcontractors and any compensation due or payable to CONTRACTOR'S subcontractor shall be the sole responsibility of CONTRACTOR. The Contract Administrator shall have the right to require the removal of any approved subcontractor for reasonable cause.
- 25.3. For purposes of this Article when used in reference to CONTRACTOR, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of at least fifty- one percent (51%) of CONTRACTOR'S assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of CONTRACTOR to a third party provided said sale, exchange or transfer results in a change of control of CONTRACTOR (with control being defined as ownership of more than fifty percent (50%) of CONTRACTOR'S voting securities); (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back payments, or other transaction which results in a change of control of CONTRACTOR; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of CONTRACTOR'S property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of control of CONTRACTOR.
- 25.4. CONTRACTOR acknowledges that this Agreement involves rendering a vital service to COUNTY'S residents and businesses, and that COUNTY has selected CONTRACTOR to perform the services specified herein based on (i) CONTRACTOR'S experience, skill and reputation for conducting its Solid Waste Collection Services in a safe, effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations and best Solid Waste Collection Service practices, and (ii) CONTRACTOR'S financial resources to maintain the required equipment and to support its indemnity obligations to COUNTY under this Agreement. CONTRACTOR acknowledges that COUNTY has relied on each of these factors, among others, in choosing CONTRACTOR to perform the services to be rendered by CONTRACTOR under this Agreement.

26. **Indemnities, Insurance, Bonds.**

26.1. Insurance.

26.1.1. Coverage Requirements. Without limiting its Indemnities, CONTRACTOR will secure and maintain insurance coverage meeting the following requirements. CONTRACTOR may use a combination of primary and excess insurance coverage to satisfy these requirements. If CONTRACTOR fails to fully satisfy the Coverage

Requirements set forth in this Article 26, CONTRACTOR agrees that it shall be liable for any loss, injury, damage, attorney’s fees or defense costs, or expenses, that the COUNTY incurs that would have been insurable under the required coverages, if such coverages were obtained. CONTRACTOR further agrees that any failure of the COUNTY to verify the placement and continued existence of all insurance required under this Article 26, or the COUNTY’S knowledge that such requirements are not fully satisfied, shall not be considered a waiver of such requirements, or in any way alter CONTRACTOR’S obligations to provide such coverages, unless the Coverage Requirements have been amended in a writing properly executed by both the COUNTY and CONTRACTOR.

26.1.1.1. CONTRACTOR further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance required within Article 26 shall each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the following requirements to be documented pursuant to Section 26.1.4.2:

26.1.1.1.1. “The County of Monterey, and its agents, officers, and employees” shall be an additional insured under an ISO CG 2010 form, or a functional equivalent;

26.1.1.1.2. all such insurance shall include a waiver of any subrogation rights of that insurer against “The County of Monterey, and its agents, officers, and employees”; and

26.1.1.1.3. all such insurance shall contain provisions that the insurance is primary and noncontributing with any other insurance or self-insurance programs maintained by the County of Monterey, and its agents, officers, and/or employees.

26.1.1.2. CONTRACTOR further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance required within this Section 26 shall each include provisions that make the CONTRACTOR responsible for the payment of any deductible or self-insured retention such that the County of Monterey and its agents, officers, and employees shall be entitled to a dollar-one defense and indemnity as additional insureds.

26.1.1.3. In addition, to the extent that any primary or excess liability policy issued to CONTRACTOR with limits of liability in excess of the minimum limits stated below provides coverage to an additional insured to the extent required by contract, this contract shall be construed to obligate CONTRACTOR to obtain additional insured protection for the COUNTY under that/those policy(ies).

26.1.1.4. General Liability Insurance written on ISO policy form CG 00 01 (occurrence) or its equivalent (and not CG 00 02 claims made) with limits of not less than the following:

General Aggregate:	\$6 million
Products/Completion Operations Aggregate:	\$6 million
Personal and Advertising Injury:	\$5 million
Each Occurrence:	\$5 million

The general liability policy must provide coverage for liability assumed under an insured contract.

26.1.1.5. Pollution Legal Liability Coverage with a limit of not less than \$10 million per occurrence, including any deductible or self-insured retention, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) that arise or are alleged to arise from pollution conditions related to CONTRACTOR'S performance of its obligations under this Agreement, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims. For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The liability coverage for pollution must provide contractual liability coverage.

26.1.1.6. Automobile Liability Coverage

26.1.1.6.1. written on ISO policy forms CA 00 12 pr CA 00 20 (or their equivalent) with a limit of liability not less than \$10 million for each accident, including any deductibles or self-insured retentions;

26.1.1.6.2. endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, unless such coverage is otherwise provided under the Pollution Legal Liability Coverage; and

26.1.1.6.3. covering all Vehicles (any auto).

If CONTRACTOR is subject to federal regulations, CONTRACTOR also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.

26.1.1.7. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits required by the California Labor Code or by any other state labor law, and for which CONTRACTOR is responsible, and Employers' Liability coverage with limits of not less than the following:

Each accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

If CONTRACTOR fails to secure and maintain any insurance required by this Agreement, at its sole option COUNTY may secure and maintain that insurance at its expense and CONTRACTOR will pay COUNTY the COUNTY'S reimbursement costs

therefore. This remedy is in addition to COUNTY'S right to declare a Default and terminate the Agreement under Article 24.

26.1.2. Insurer Qualifications. CONTRACTOR will secure insurance provided by an insurer that is acceptable to the COUNTY, is an admitted company in California, has a size category of VII or larger by A.M. Best Company, Inc., and has a rating of A or better by A.M. Best Company, Inc. unless COUNTY provides written authorization to amend this requirement.

26.1.3. Insurance Coverage Requirements for Subcontractors. For each subcontractor performing Collection Services, CONTRACTOR shall be responsible for determining, and for providing evidence to the COUNTY upon its request, that either: 1) CONTRACTOR is maintaining insurance required by this Section protecting CONTRACTOR and COUNTY interests against liabilities caused by the acts, errors or omissions of the subcontractor, or 2) the subcontractor is maintaining that insurance itself.

26.1.4. Evidence of Coverage. CONTRACTOR will provide certificates of insurance and endorsements required within this agreement 1) on or before the Agreement execution date, 2) Promptly upon renewal of policies, and 3) within ten (10) Work Days of COUNTY'S request.

26.1.4.1. Certificates of Insurance. CONTRACTOR will provide certificates containing at a minimum, the following information with respect to CONTRACTOR and any subcontractor:

26.1.4.1.1. Agreement name: explicitly identify this Agreement (for example, UNDER DESCRIPTION OF OPERATIONS), and if necessary to secure contractual liability coverage as an "insured contract" or otherwise, include a schedule or endorsement that specifically identifies this Agreement;

26.1.4.1.2. Types, policy numbers, policy effective / expiration dates and limits: explicitly reference each type and corresponding limit of coverage required under this Agreement, together with identification of each required ISO policy form or confirmation of its equivalency to ISO policy forms required under this Agreement (such as "auto liability ISO form CA 00 12"). Where the Agreement does not require a specific ISO policy form, the certificate of insurance must specifically reference the required type of coverage (such as "pollution liability" under TYPE OF INSURANCE – OTHER) together with a summary description of its coverage (such as "pollution conditions caused by transported cargo" under SPECIAL PROVISIONS);

26.1.4.1.3. Thirty (30) days' cancellation notice: contain the express condition that COUNTY must be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

26.1.4.1.4. Deductibles and self-insured retentions: Upon COUNTY request, CONTRACTOR will provide a letter of credit, certificate of deposit or other financial assurance acceptable to COUNTY guaranteeing payment of all retained losses and related costs and expenses related to

investigations, claims administrations, and legal defense. The letter of credit or certificate of deposit must be provided by a bank satisfactory to COUNTY; and

26.1.4.1.5. Claims made: if any insurance coverage is written on a claims-made form (such as pollution liability), evidence that the "retro date" is before the Agreement execution date. CONTRACTOR must maintain that coverage for at least five (5) years after the termination date. Promptly upon COUNTY request, CONTRACTOR must provide COUNTY with evidence of that coverage. THIS PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT. CONTRACTOR shall continue to be responsible for having the COUNTY designated as an additional insured on all such policies.

26.1.4.2. Endorsements. CONTRACTOR must provide copies of the following endorsements or other documentation with respect to CONTRACTOR and any Subcontractor satisfactory to COUNTY; 1) additional insured endorsement to each liability policy, explicitly adding COUNTY and its "officers, agents, and employees" as additional insured; 2) waiver of subrogation; and 3) insurance is primary and not contributing with any other Insurance or self-insurance programs maintained by COUNTY and its officers and employees.

26.1.5. Notice of claims. If any Person makes a claim in connection with the performance of the work agreed upon in this contract against CONTRACTOR or any subcontractor exceeding the amount of any deductibles or self-insured retentions, CONTRACTOR will promptly notify COUNTY of the claim.

26.2. CONTRACTOR Indemnity, Defense and Release.

26.2.1. General. 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 or alleged to be 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 its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting or alleged to be 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 its obligations under this AGREEMENT, except to the extent such claims, liabilities, or losses arise out of the negligence, willful misconduct or breach of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors. Notwithstanding anything to the contrary in the forgoing provision, the indemnity obligations of CONTRACTOR herein shall not in any way extend to indemnifying and/or defending the COUNTY for or against any claim, liability, damages, liens, penalties, or any costs or obligations whatsoever arising from, or related to, the COUNTY'S setting of rates or fees under this Agreement in connection with Proposition 218, Article XIIC and Article XIID of the California Constitution.

26.2.2. Reimbursement of Enforcement Costs. If CONTRACTOR fails to pay any Indemnities and that failure results in any costs to COUNTY, within fifteen (15) days of COUNTY'S request, CONTRACTOR will pay COUNTY'S reimbursement costs for those costs.

26.2.3. Indemnity From Employee Dishonesty. If any payments received by CONTRACTOR from Customers are lost, embezzled, or are otherwise improperly diverted as a result of the dishonesty of any employee of CONTRACTOR, before CONTRACTOR delivers the required remittance to the COUNTY from such payments, then CONTRACTOR shall not be relieved of its responsibility to make such remittances to the COUNTY, and CONTRACTOR shall indemnify and make whole the COUNTY from any such losses.

27. Performance Bond.

27.1. Performance Bond. CONTRACTOR shall furnish, and keep current during the term of this Agreement, a performance bond to ensure performance of this Agreement and each and every condition of this Agreement in a form acceptable to COUNTY no more than thirty (30) days after execution of this Agreement. The performance bond shall be equal to Five Million Dollars (\$5,000,000) and remain in force for the duration of this Agreement. The premium for the bond described above shall be paid by CONTRACTOR. The Surety or Sureties shall be a company or companies satisfactory to COUNTY and shall be duly authorized to conduct business in the State of California.

27.2. Letter of Credit. As an alternative to the performance bond required by Section 27.1, CONTRACTOR may provide for the issuance of an irrevocable standby letter of credit in the amount of Five Million Dollars (\$5,000,000) by a bank approved by COUNTY in its sole discretion (the "Bank"), for the benefit of COUNTY. The letter of credit must authorize the beneficiary COUNTY to draw, in one or more drawings, not less than Five Million Dollars (\$5,000,000) at the sole discretion of COUNTY.

27.2.1. THIS SECTION WILL SURVIVE THE TERMINATION OF THE AGREEMENT. The form of the letter of credit, including the procedures for and place of demand for payment and drawing certificate attached thereto, must be in a form acceptable to COUNTY. The letter of credit must be transferable to any successor or assign of COUNTY.

28. COUNTY Right to Perform Service.

28.1. Right to Perform. In the event CONTRACTOR, for any reason whatsoever, fails, refuses, or is unable to Collect, transport, or Dispose of any or all Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris which is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result thereof, any or all of these materials should accumulate in COUNTY to such an extent, in such a manner, or for such a time that COUNTY should find that such accumulation endangers or menaces the public health, safety, or welfare or upon CONTRACTOR default as set forth in Article 24, then COUNTY shall have the right, even if CONTRACTOR is not in breach of this Agreement, but not the obligation, upon twenty-four (24) hours prior written notice to CONTRACTOR during the period of such emergency as determined by COUNTY, (i) to perform, or cause to be performed, such services itself with its own or other personnel and equipment without liability to CONTRACTOR; and/or (ii) to take possession of any or all

of CONTRACTOR owned equipment or licensed equipment and utilize other property owned by CONTRACTOR (except if used by CONTRACTOR for customers in other jurisdictions) used or useful in the Collection, transportation, and Disposal or processing of Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris and to use such property to Collect, transport, and Dispose any Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E- Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris generated within the Service Area which CONTRACTOR would otherwise be obligated to Collect, transport, and properly Dispose or process pursuant to this Agreement. In such an event, CONTRACTOR shall immediately make available to COUNTY a listing and description, including street names, of all Collection Service Collection routes.

28.2. CONTRACTOR'S Notice. Notice of CONTRACTOR'S failure, refusal, or neglect to Collect, transport, and properly Dispose or process Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris may be given verbally by telephone to CONTRACTOR at its principal office and shall be effective immediately. Written confirmation of such verbal notification shall be sent to CONTRACTOR within twenty-four (24) hours of the verbal notification.

28.3. CONTRACTOR further agrees in such event:

28.3.1. It will take direction from COUNTY to effect the transfer of possession of equipment and property to COUNTY for COUNTY'S use.

28.3.2. It will, if COUNTY so requests, keep in good repair and condition all of such equipment, provide all such equipment all with fuel, oil, and other service, and provide such other service as may be necessary to maintain said property in operational condition.

28.3.3. Subject to any labor agreements then in effect, COUNTY may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste, Recyclables, Organic Waste, Christmas Trees, Bulky Items, Construction and Demolition Debris and/or other materials, including, if COUNTY so desires, employees previously or then employed by CONTRACTOR. CONTRACTOR further agrees, if COUNTY so requests, to furnish COUNTY the services of any or all management or office personnel employed by CONTRACTOR whose services are necessary or useful for the provision of Collection Services and for the billing and Collection of fees for these services.

28.3.4. COUNTY agrees it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

28.3.5. If the interruption or discontinuance in service is caused by reason of Force Majeure as described herein, COUNTY shall pay to CONTRACTOR the reasonable rental value of equipment, possession of which is taken by COUNTY, for the period of COUNTY'S possession, if any, which extends beyond the period of time for which CONTRACTOR has rendered bills in advance of service, for the class of service involved. In any other circumstance where COUNTY provides service under this Article, COUNTY shall have no liability to CONTRACTOR and COUNTY will have all of the other remedies available to it under this Agreement or by law.

- 28.4. Temporary Possession of CONTRACTOR'S Equipment and Personnel. If COUNTY suffers an interruption or discontinuance of service, COUNTY may take possession of and use all of CONTRACTOR'S equipment and personnel described above until other suitable arrangements can be made for the provision of Collection Services which may include the grant of a franchise to another company.
- 28.5. Billing and Compensation to COUNTY During COUNTY'S Possession. During such time as COUNTY is providing Collection Services, as above provided, CONTRACTOR shall bill and collect payment from all users of the above-mentioned services. CONTRACTOR further agrees that, in such event, it shall reimburse COUNTY for any and all costs and expenses incurred by COUNTY in taking over possession of the above-mentioned equipment and property for Collection Services in such manner and to an extent as would otherwise be required of CONTRACTOR under the terms of this Agreement. Such reimbursement shall be made from time to time after submission by COUNTY to CONTRACTOR of each statement listing such costs and expenses, but in no event later than five (5) Work Days from and after each such submission.
- 28.6. COUNTY'S Right to Relinquish Possession. It is further mutually agreed COUNTY may, at any time, at its discretion, relinquish possession of any or all of the abovementioned equipment or personnel to CONTRACTOR and thereupon demand CONTRACTOR resume Collection Services as provided in this Agreement, whereupon CONTRACTOR shall be bound to resume the same.
- 28.7. COUNTY'S Possession Not a Taking. COUNTY'S exercise of its rights under this Article (i) does not constitute a taking of private property for which compensation must be paid; (ii) will not create any liability on the part of COUNTY to CONTRACTOR; and (iii) does not exempt CONTRACTOR from the indemnity provisions of this Agreement, which are meant to extend to circumstances arising under this Section, provided CONTRACTOR is not required to indemnify COUNTY against claims and damages arising from the negligence of COUNTY, its elective and appointive boards, commissions, officers, employees, agents and volunteers in the operation of Collection Service vehicles during the time COUNTY has taken possession of such Collection Service vehicles.
- 28.8. Duration of COUNTY'S Possession. COUNTY'S right pursuant to this Article to retain temporary possession of CONTRACTOR'S facilities and equipment and to render Collection Services shall terminate when COUNTY determines such services can be resumed by CONTRACTOR, or when COUNTY no longer reasonably requires such property or equipment. In any case, COUNTY has no obligation to maintain possession of CONTRACTOR'S property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to CONTRACTOR.
29. **Strikes and Similar Labor Actions.**
- 29.1. Strikes. In the event of a strike or similar labor action, but not including a lockout as set forth in Section 29.2 below, whereby employees of CONTRACTOR refuse to perform work for CONTRACTOR at normally anticipated levels or efficiency (a "strike") which affects the ability of CONTRACTOR to provide Collection Services within the Service Area in accordance with this Agreement, the following guidelines shall apply:
- 29.1.1. In conjunction with the execution of this Agreement, CONTRACTOR has discussed with COUNTY a strike contingency plan. From time to time during the term of this Agreement, CONTRACTOR and COUNTY shall meet to discuss changes to the strike contingency plan.

- 29.1.2. Within twelve (12) hours of notification to CONTRACTOR by labor that it has authorized a strike, CONTRACTOR shall notify Contract Administrator, by phone and email.
- 29.1.3. Within three (3) Work Days of a strike, if CONTRACTOR is not providing Collection Services in accordance with normal scheduled pick ups, CONTRACTOR shall meet with COUNTY to develop a strike implementation plan.
- 29.1.4. Within five (5) Work Days of a strike, if CONTRACTOR is not providing Collection Services in accordance with the normal schedules and volumes set forth in this Agreement, or the schedules and volumes in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY, COUNTY shall have the right, but not the obligation, to bring in outside forces to provide Collection Services which are not being provided by CONTRACTOR and charge CONTRACTOR for the reasonable direct and indirect expenses (including administrative and overhead) incurred by COUNTY in this regard.
- 29.1.5. Within ten (10) Work Days of a strike, CONTRACTOR is to use commercially reasonable efforts to bring in alternate work forces and provide Collection Services in accordance with the normal schedules and volumes set forth in this Agreement, or the schedules and volumes in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY.
 - 29.1.5.1. In the event CONTRACTOR'S alternate work force is unable to provide Collection Services in accordance with the normal schedules, volumes and routing set forth in this Agreement, or the schedules, volumes and routing in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY, COUNTY shall have the right, but not the obligation, to bring in outside forces to provide Collection Services which are not being provided by CONTRACTOR and charge CONTRACTOR for the reasonable direct and indirect expenses (including administrative and overhead) incurred by COUNTY in this regard.
- 29.1.6. In the event COUNTY elects to retain its own work force, COUNTY shall discuss the alternatives with CONTRACTOR before retaining such work force. Once COUNTY retains its own work force, COUNTY shall periodically, but not more often than weekly, invoice CONTRACTOR for the reasonable direct and indirect expenses of retaining such outside services and CONTRACTOR shall reimburse COUNTY for such expenses within ten (10) Work Days of invoice. COUNTY shall have the right to charge CONTRACTOR interest on invoices which are unpaid after ten (10) Work Days at the rate of one and one half (1.5%) percent per month (not compounded).
 - 29.1.6.1. In the event of a strike, regardless of when and what level a replacement work force is deployed by CONTRACTOR, CONTRACTOR shall not be subject to liquidated damages for the first ten (10) Work Days following the actual strike.
- 29.1.7. After thirty (30) calendar days, if there is a continuing failure to perform Collection Services, such failure to perform shall be considered a default under Article 24 and COUNTY can cancel this Agreement between COUNTY and CONTRACTOR. In such an event, COUNTY shall not waive its right to seek damages from CONTRACTOR for any increase in cost of Collection incurred by COUNTY as a

result of the breach of this Agreement by CONTRACTOR and the consequential election by COUNTY to cancel this Agreement and move forward with Collection Services alternatives.

29.2. Lockout. The provisions of Section 29.1 shall not apply in the event of a lockout by CONTRACTOR. During such lockout period, CONTRACTOR shall be required to comply with all requirements of this Agreement and shall be subject to all provisions of this Agreement for non-compliance without exception and specifically including liquidated damages and default.

30. **Transition to Next Contractor.**

30.1. Transition. In the event CONTRACTOR is not awarded an agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with COUNTY and any subsequent contractors to assure a smooth transition of Collection Services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of SFD, MFD and Commercial Customers; providing a complete inventory of all Carts, Bins, Compactors, and Roll-off Containers; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to remove or, to the extent required under the terms of this Agreement, transfer ownership of Carts, Bins, Compactors, and Roll-Off Containers as appropriate to COUNTY; including transporting such containers to a location designated by the Contract Administrator; coordinating Collection of materials set out in new Containers if new Containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

31. **General Requirements.**

31.1. Successors and Assigns. This Agreement will inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. The parties understand and agree that any Assignment of this Agreement shall be subject to Article 25 of this Agreement.

31.2. Compliance with Laws, Regulations, Ordinances and JPA Agreement. CONTRACTOR hereby agrees to abide with all applicable federal, state, and local laws, ordinances, and regulations. It is understood by CONTRACTOR that COUNTY has enacted local ordinances and is a member of two JPA's which have executed JPA Agreements for affecting a refuse control program. It is the responsibility of CONTRACTOR to become familiar with such federal and state laws and regulations and local ordinances and the JPA Agreements. The parties understand and agree that if any provision of federal or state law, local ordinances or the JPA Agreements are in conflict with this Agreement, state and federal laws and regulations, and local ordinances shall be the governing factor in regard to performance of this Agreement. COUNTY and CONTRACTOR agree that COUNTY has made a good faith effort to incorporate all material requirements of the current JPA Agreements into the provisions of this Agreement. In the event future changes or additions to state or federal laws or regulations, or local ordinances, or the JPA Agreements affect the performance of Collection Services as set forth in this Agreement, such changes or additions shall be considered modifications to this Agreement as set forth in Article 19 of this Agreement.

31.3. Nondiscrimination. CONTRACTOR hereby agrees to abide by all local, state and federal laws and regulations pertaining to discrimination in employment including that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, political affiliations or any other non-merit based factors, be subject to discrimination under this Agreement.

31.4. Access to Records. CONTRACTOR shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data or records relating to CONTRACTOR'S obligation under this Agreement, by the Fair Employment Practices Commission, to COUNTY or any appropriate employee, department, or agent designated by the Fair Employment Practices Commission or by COUNTY respectively, for the purpose of investigating Contractor's compliance with the California Fair Employment Practices Act in connection with this Agreement.

31.5. Notices. Any and all notices to be given under this Agreement, or which any party may desire to give to another, shall be in writing. Said notices shall be deemed to have been duly given on the date of personal delivery to the other party's place of business as designated below, as may be changed from time to time by written notice, or on the third day following deposit in the mail in the County of Monterey, California, said deposit to be by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below.

31.5.1. If to CONTRACTOR, notices required to be given by COUNTY to CONTRACTOR will be deemed received by CONTRACTOR upon being deemed "delivered" according to the provisions of this Section. Notice of Breach by COUNTY to CONTRACTOR may be given to CONTRACTOR verbally or by telephone at the principal office if confirmed in writing and delivered in person or by facsimile by noon the following day.

31.5.2. Notice to CONTRACTOR shall be addressed to the following addresses, as indicated:

Name: District Manager
Company: USA Waste of California, Inc.
Address: 11240 Commercial Parkway, Castroville, CA95012
Telephone: 831-796-2224
Email: ramaro@wm.com

And

Name: Area Vice President
Company: Waste Management
Address: 1333 E. Turner Road, Lodi, CA 95240
Telephone: 775-326-2313

and

Name: Legal Counsel
Company: Waste Management
Address: 222 S. Mill Avenue, Suite 301, Tempe, AZ 85281

Telephone:

Email: jbohn@wm.com

31.5.3. If to COUNTY, to the name and address as indicated below:

Name: Elsa Mendoza Jimenez, Director of Health Services

Company: County of Monterey

Address: 1270 Natividad Road, Salinas, CA 93906

Telephone: 831-755-4621

Email: jimenezem@countyofmonterey.gov

Either party may designate a different mailing address or a different facsimile number or telephone number by providing written notice to the other party as provided in this Section.

31.5.4. Notice by COUNTY to CONTRACTOR of a missed pick-up or a Customer problem or complaint may be given to CONTRACTOR verbally, by telephone at CONTRACTOR'S local office with written confirmation sent by facsimile or U.S. mail within twenty-four (24) hours of the verbal notification.

- 31.6. Severability. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
- 31.7. No Use of COUNTY Name. CONTRACTOR will not do business as or use a corporate, partnership, venture or other formal name, containing the name of COUNTY or implying government ownership.
- 31.8. Entire Agreement; Incorporation of Exhibits. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties understand and agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or unreferenced agreements, whether verbal or written. This Agreement and Exhibits 1-11, attached hereto and incorporated by this reference as though fully set forth herein represent the entire agreement of COUNTY and CONTRACTOR with respect to the services to be provided under this Agreement. No prior written or verbal statement or proposal shall alter any term or provision of this Agreement.
- 31.9. Modification, Amendment or Rescission. This Agreement may be amended, modified, or rescinded by a written agreement between CONTRACTOR and COUNTY which is executed by their authorized representatives.
- 31.10. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the parties and their representatives, successors, and permitted assigns.

- 31.11. Advice of Counsel/Negotiated Agreement. Each of the parties has received the advice of legal counsel prior to signing this Agreement. The parties understand and agree that no provision or provisions of this Agreement may be subject to any rule of construction based upon any party being considered the party “drafting” this Agreement.
- 31.12. Interpretation. This Agreement shall be interpreted and construed reasonably in light of the whole Agreement, and shall not be construed either strictly for or against either party, regardless of the degree to which either party participated in its drafting.
- 31.13. Headings and Font. Any caption or heading in this Agreement which incorporates Exhibits 1-11 is for convenience of reference and does in any way control or affect the scope, intent, meaning, construction, interpretation or effect of this Agreement. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading and contract administration and does not in any way imply relative importance or unimportance of any provision of this Agreement.
- 31.14. Waiver. Waiver of any term or condition contained in this Agreement by any party to this Agreement shall be in writing and shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in the Agreement. The subsequent acceptance by COUNTY of any fee, tax, or any other monies which become due from CONTRACTOR to COUNTY shall not be deemed to be a waiver by COUNTY of any breach or violation of any term, covenant, or condition of this Agreement.
- 31.15. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into this Agreement.

32. Effective Date.

- 32.1. This Agreement shall become effective at such time as it is properly executed by COUNTY and CONTRACTOR, and CONTRACTOR shall begin Collection Services, as covered herein, in the Service Area, as set forth in Exhibit 5, commencing on January 1, 2025.

33. Execution Of Agreement.

- 33.1. Execution in Counterparts. This Agreement may be signed in any number of original counterparts. All counterparts will constitute but one and the same Agreement.

33.2. Authority to Execute.

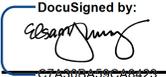
33.2.1. COUNTY warrants that its officers listed below have been duly authorized to execute this Agreement on its behalf.

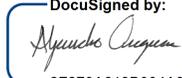
33.2.2. CONTRACTOR warrants that the individuals listed below have been duly authorized to execute this Agreement on behalf of CONTRACTOR.

[Signatures following page]

COUNTY OF MONTEREY
a political subdivision
of the State of California

USA WASTE OF CALIFORNIA, INC.
DBA CARMEL MARINA CORPORATION

By: 
Elsa Mendoza Jimenez
Director of Health Services
Date: 12/23/2024 | 1:57 PM PST

By: 
Alex Oseguera, President
Date: 12/05/2024

APPROVED AS TO FORM & LEGALITY:

By: 
Date: 12/23/2024 | 11:45 AM PST

By: 
David Stratton, Vice-President and
Assistant Secretary
Date: 12/04/2024

APPROVED AS TO FISCAL PROVISIONS:

By: 
Date: 12/23/2024 | 1:50 PM PST

APPROVED AS TO LIABILITY PROVISIONS:

By: _____
Date: _____

EXHIBITS

Exhibit 1 - Approved Rates and Charges

Effective January 1, 2025

The Board of Supervisors may amend, but not unilaterally reduce, the Rates, whereupon the amended Rates will automatically be deemed to apply to this Agreement without any further action. CONTRACTOR is deemed to have knowledge of applicable law, including such Rate resolutions or ordinances of the County Board. However, for convenience of administering this Agreement the Parties may from time to time amend this Attachment by attaching the most recent dated current Rate resolution or ordinance to this Attachment.

In addition, in accordance with Section 11.21 of this Agreement, if Customer requests Collection Services at a container capacity and/or Collection frequency not provided in the Rates adopted by the Board of Supervisors, following COUNTY Board approval of the Contractor Service Fee Component of that Rate, CONTRACTOR may charge Customer that Rate agreed upon with Customer.



Monterey County West - MRWMD
Proposed Rates Effective 1/1/2025

Residential Services

<u>Solid Waste*</u>	<u>Monthly Rate</u>	
35 Gallon Solid Waste Service	\$47.92	Also includes recycle and organics
64 Gallon Solid Waste Service	\$75.08	Also includes recycle and organics
96 Gallon Solid Waste Service	\$93.90	Also includes recycle and organics
Legacy 20 Gallon Solid Waste Service**	\$43.67	Also includes recycle and organics

*Solid Waste rates include one 64 or 96 gallon recycling and one 64 or 96 gallon organics cart
 **Only for legacy customers transitioning to 35 gallon rate by 2026. Not offered to new or existing customers

<u>Additional Solid Waste Carts</u>	<u>Monthly Rate</u>	<u>Additional Recycle Carts</u>	<u>Monthly Rate</u>	<u>Additional Organics Carts</u>	<u>Monthly Rate</u>
35 Gallon Cart	\$38.30	35 Gallon Cart	\$9.59	35 Gallon Cart	\$9.59
64 Gallon Cart	\$60.06	64 Gallon Cart	\$15.01	64 Gallon Cart	\$15.01
96 Gallon Cart	\$75.08	96 Gallon Cart	\$18.78	96 Gallon Cart	\$18.78

<u>Extra Pickups (All Materials)</u>	<u>Rate</u>
35 Gallon Extra Pickup	\$35.54
64 Gallon Extra Pickup	\$55.70
96 Gallon Extra Pickup	\$69.66

<u>Residential Ancillary Services</u>	<u>Rate</u>	<u>Description</u>
Backyard Service - for standard three carts	\$35.94	1 cart each, MSW, Recycle, Organics Cart
Backyard Service - per cart if not on standard 3 carts	\$12.01	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate
Cart Exchange	\$103.22	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	\$103.22	one cart per material type at no charge per calendar year
Annual Bulky Pickup	\$0.00	One event per year, 5 items
Additional Bulky Pickup	\$123.55	In excess of once per year (up to 5 items)
Return for Inaccessible Containers	\$82.71	per occurrence if more than 2 times per calendar year
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded
Convenience fee for residential	\$1.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Monterey County West - MRWMD
Proposed Rates Effective 1/1/2025

Commercial Services

1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	
Solid Waste Cart Services						
35 Gallon Solid Waste Cart	\$35.50	\$71.00	\$106.51	\$142.01	\$177.51	\$213.01
64 Gallon Solid Waste Cart	\$55.25	\$110.50	\$165.76	\$221.01	\$276.26	\$331.51
96 Gallon Solid Waste Cart	\$68.41	\$136.81	\$205.22	\$273.63	\$342.04	\$410.44
Additional 35 Gallon Solid Waste Cart	\$28.40	\$56.80	\$85.20	\$113.60	\$142.00	\$170.40
Additional 64 Gallon Solid Waste Cart	\$44.20	\$88.40	\$132.60	\$176.80	\$221.01	\$265.21
Additional 96 Gallon Solid Waste Cart	\$54.71	\$109.41	\$164.12	\$218.83	\$273.54	\$328.24

1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	
Solid Waste Bin Services						
1 Yard Solid Waste Bin	\$129.73	\$259.46	\$389.19	\$518.92	\$648.65	\$778.38
1.5 Yard Solid Waste Bin	\$172.26	\$344.51	\$516.77	\$689.03	\$861.29	\$1,033.54
2 Yard Solid Waste Bin	\$199.78	\$399.56	\$599.34	\$799.12	\$998.90	\$1,198.68
3 Yard Solid Waste Bin	\$299.68	\$599.36	\$899.04	\$1,198.72	\$1,498.40	\$1,798.08
4 Yard Solid Waste Bin	\$384.06	\$768.11	\$1,152.17	\$1,536.22	\$1,920.28	\$2,304.34
6 Yard Solid Waste Bin	\$552.69	\$1,105.38	\$1,658.08	\$2,210.77	\$2,763.46	\$3,316.15
8 Yard Solid Waste Bin	\$705.79	\$1,411.57	\$2,117.36	\$2,823.14	\$3,528.93	\$4,234.72

1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	
Solid Waste Compactor Services - Customer Owned						
1 Yard Solid Waste Compactor	\$259.46	\$518.92	\$778.38	\$1,037.84	\$1,297.30	\$1,556.76
2 Yard Solid Waste Compactor	\$399.57	\$799.14	\$1,198.71	\$1,598.28	\$1,997.85	\$2,397.42
3 Yard Solid Waste Compactor	\$599.35	\$1,198.70	\$1,798.05	\$2,397.40	\$2,996.75	\$3,596.10
4 Yard Solid Waste Compactor	\$768.11	\$1,536.22	\$2,304.34	\$3,072.45	\$3,840.56	\$4,608.67
5 Yard Solid Waste Compactor	\$936.75	\$1,873.50	\$2,810.24	\$3,746.99	\$4,683.74	\$5,620.49
6 Yard Solid Waste Compactor	\$1,105.38	\$2,210.77	\$3,316.15	\$4,421.54	\$5,526.92	\$6,632.30
7 Yard Solid Waste Compactor	\$1,258.48	\$2,516.96	\$3,775.43	\$5,033.91	\$6,292.39	\$7,550.87
8 Yard Solid Waste Compactor	\$1,411.57	\$2,823.14	\$4,234.72	\$5,646.29	\$7,057.86	\$8,469.43

1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	
Recycle Cart Services						
35 Gallon Recycle Cart	\$31.95	\$63.91	\$95.86	\$127.82	\$159.77	\$191.72
64 Gallon Recycle Cart	\$49.73	\$99.45	\$149.18	\$198.90	\$248.63	\$298.35
96 Gallon Recycle Cart	\$61.56	\$123.13	\$184.69	\$246.25	\$307.82	\$369.38
Additional 35 Gallon Recycle Cart	\$25.36	\$50.72	\$76.08	\$101.44	\$126.80	\$152.16
Additional 64 Gallon Recycle Cart	\$39.48	\$78.96	\$118.44	\$157.92	\$197.40	\$236.88
Additional 96 Gallon Recycle Cart	\$48.87	\$97.74	\$146.61	\$195.48	\$244.35	\$293.22

1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	
Recycle Bin Services						
1 Yard Recycle Bin	\$116.76	\$233.52	\$350.28	\$467.04	\$583.80	\$700.56
1.5 Yard Recycle Bin	\$155.04	\$310.08	\$465.12	\$620.16	\$775.20	\$930.24
2 Yard Recycle Bin	\$179.81	\$359.62	\$539.43	\$719.24	\$899.05	\$1,078.86
3 Yard Recycle Bin	\$269.70	\$539.40	\$809.10	\$1,078.80	\$1,348.50	\$1,618.20
4 Yard Recycle Bin	\$345.65	\$691.30	\$1,036.95	\$1,382.60	\$1,728.25	\$2,073.90
6 Yard Recycle Bin	\$497.42	\$994.84	\$1,492.26	\$1,989.68	\$2,487.10	\$2,984.52
8 Yard Recycle Bin	\$635.21	\$1,270.42	\$1,905.63	\$2,540.84	\$3,176.05	\$3,811.26

1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	
Recycle Compactor Bin Services - Customer Owned						
1 Yard Recycle Compactor Bin	\$233.51	\$467.02	\$700.53	\$934.04	\$1,167.55	\$1,401.06
2 Yard Recycle Compactor Bin	\$359.61	\$719.22	\$1,078.83	\$1,438.44	\$1,798.05	\$2,157.66
3 Yard Recycle Compactor Bin	\$539.42	\$1,078.84	\$1,618.26	\$2,157.68	\$2,697.10	\$3,236.52
4 Yard Recycle Compactor Bin	\$691.30	\$1,382.60	\$2,073.90	\$2,765.20	\$3,456.50	\$4,147.80
5 Yard Recycle Compactor Bin	\$843.08	\$1,686.16	\$2,529.24	\$3,372.32	\$4,215.40	\$5,058.48
6 Yard Recycle Compactor Bin	\$994.84	\$1,989.68	\$2,984.52	\$3,979.36	\$4,974.20	\$5,969.04
7 Yard Recycle Compactor Bin	\$1,132.63	\$2,265.26	\$3,397.89	\$4,530.52	\$5,663.15	\$6,795.78
8 Yard Recycle Compactor Bin	\$1,270.41	\$2,540.82	\$3,811.23	\$5,081.64	\$6,352.05	\$7,622.46

1xWeek	2xWeek	3xWeek	
Yard Waste Cart Services			
64 Gallon Yard Waste Cart	\$60.47	\$120.94	\$181.41
96 Gallon Yard Waste Cart	\$69.85	\$139.70	\$209.55
Additional 64 Gallon Yard Waste Cart	\$50.17	\$100.35	\$150.52
Additional 96 Gallon Yard Waste Cart	\$59.55	\$119.11	\$178.66

1xWeek	2xWeek	3xWeek	
Food Waste Services			
64 Gallon Food Waste Cart	\$60.47	\$120.95	\$181.42
Additional 64 Gallon Food Waste Cart	\$50.17	\$100.35	\$150.52
2 Yard Food Waste Bin	\$285.41	\$570.82	\$856.23
2 Yard Food Waste Compactor	\$570.81	\$1,141.62	\$1,712.43

Extra Pickups (All Materials)	
35 Gallon Extra Pickup	\$37.61
64 Gallon Extra Pickup	\$58.55
96 Gallon Extra Pickup	\$72.48
1 Yard Extra Pickup	\$92.66
1.5 Yard Extra Pickup	\$123.05
2 Yard Extra Pickup	\$142.70
3 Yard Extra Pickup	\$214.05
4 Yard Extra Pickup	\$274.33
6 Yard Extra Pickup	\$398.78
8 Yard Extra Pickup	\$504.13

Commercial Instabins*	
1 Cubic Yard Instabin	\$171.45
2 Cubic Yard Instabin	\$259.63
3 Cubic Yard Instabin	\$389.42
4 Cubic Yard Instabin	\$497.52
6 Cubic Yard Instabin	\$713.73
8 Cubic Yard Instabin	\$908.24

*One time use or special events only. Not to be used for regular or permanent customers.

Commercial Ancillary Services	Rate	Description
Cart Roll Out Service	\$12.01	per cart
Difficult to Service Cart Customers	150%	of Monthly Rate
Cart Cleaning Fee	\$134.02	per cart per occurrence
Cart Exchange	\$134.02	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$134.02	one cart per material type at no charge per calendar year
Multi Family Annual Bulky Pickup	\$0.00	Once per year for all units (2 items per unit. Must be scheduled by manager/account holder)
Multi Family Annual Bulky - Excess Item	\$25.74	Per item in excess of what is included in annual bulky pickup
Multi Family Additional Bulky Pickup - trip charge	\$93.97	In excess of once per year pickup (Must be scheduled by manager/account holder)
Multi Family Additional Bulky Pickup - per item charge	\$25.74	Per item
Return for Inaccessible Containers	\$94.06	per occurrence if more than 2 times per calendar year
Lock charge per enclosure	\$47.01	per month per enclosure
Lock charge per container	\$18.82	per month per container
Reactivation Fee	\$47.01	after County approved service suspension
Bin Push Rate: 1-25 ft	\$46.81	
Bin Push Rate: 26-49 ft	\$93.58	
Bin Push Rate: 50-75 ft	\$140.40	
Bin Push Rate: 76-100 ft	\$187.24	
Bin Push Rate: 101-125 ft	\$234.03	
Bin Push Rate: 126+ ft	\$280.80	
Bin Cleaning Fee	\$210.60	per bin per occurrence
Bin Exchange	\$140.40	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$84.23	one bin per material type at no charge per calendar year
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded
Convenience Fee for commercial accounts	\$9.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Monterey County West - MRWMD
Proposed Rates Effective 1/1/2025

Roll Off Services

Open Top Roll Off Boxes*

Haul Rate for 7-10 Yard Bin	\$518.77
Haul Rate for 11-20 Yard Bin	\$622.52
Haul Rate for 21-30 Yard Bin	\$767.76
Haul Rate for 31-40 Yard Bin	\$933.79
Haul Rate for 41-50 Yard Bin	\$1,101.68

Compactor Boxes*

Haul Rate for 7-10	\$648.45
Haul Rate for 11-15	\$713.29
Haul Rate for 16-20	\$778.15
Haul Rate for 21-30	\$959.70
Haul Rate for 31-40	\$1,167.26
Haul Rate for 41-50	\$1,374.73

Roll Off Hauls with Special Handling Charge - Any waste requiring special handling or immediate burial, including loose debris, confidential documents. Additional fees may apply.

*Note: All Bin, compacted box and non-compacted box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.

Disposal Site & Material Type

Marina LF MSW	\$85.56	Per Ton
Marina LF C&D	\$85.56	Per Ton
Marina LF Recycle	\$44.44	Per Ton
Marina LF Green	\$52.22	Per Ton
Marina LF Food/Cannabis	\$74.44	Per Ton
Marina LF Mix Green Food	N/A	Not Available
Marina LF White Goods (w/Freon)	\$22.22	Each
Marina LF Wood	\$52.22	Per Ton
Marina LF Inert - Concrete	\$14.44	Per Ton
Marina LF Inert- Asphalt	\$2.22	Per Ton
Marina LF Inert - Dirt	\$2.22	Per Ton

Roll Off Ancillary Services

	Rate	Description
Relocation	\$187.24	RO Box relocated at customers current site - per occurrence
Dry Run	\$280.80	trip charge, no haul - per occurrence
Stand By per hour	\$374.41	per hour
Stand By per day - 6 hour maximum	\$2,246.55	per day - 6 hour maximum
Reactivation Fee	\$46.81	after County approved service suspension
Demurrage Per Day	\$18.51	temporary rental, after five (5) days, not including delivery and removal days
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded



Monterey County East - SVSWA
Proposed Rates Effective 1/1/2025

Residential Services

<u>Solid Waste*</u>	<u>Monthly Rate</u>	
35 Gallon Solid Waste Service	\$48.21	Also includes recycle and organics
64 Gallon Solid Waste Service	\$75.60	Also includes recycle and organics
96 Gallon Solid Waste Service	\$94.50	Also includes recycle and organics
Legacy 20 Gallon Solid Waste Service**	\$43.94	Also includes recycle and organics

*Solid Waste rates include one 64 or 96 gallon recycling and one 64 or 96 gallon organics cart
 **Only for legacy customers transitioning to 35 gallon rate by 2026. Not offered to new or existing customers

<u>Additional Solid Waste Carts</u>	<u>Monthly Rate</u>	<u>Additional Recycle Carts</u>	<u>Monthly Rate</u>	<u>Additional Organics Carts</u>	<u>Monthly Rate</u>
35 Gallon Cart	\$38.54	35 Gallon Cart	\$9.64	35 Gallon Cart	\$9.64
64 Gallon Cart	\$60.47	64 Gallon Cart	\$15.12	64 Gallon Cart	\$15.12
96 Gallon Cart	\$75.60	96 Gallon Cart	\$18.90	96 Gallon Cart	\$18.90

<u>Extra Pickups (All Materials)</u>	<u>Rate</u>
35 Gallon Extra Pickup	\$36.16
64 Gallon Extra Pickup	\$56.70
96 Gallon Extra Pickup	\$70.88

<u>Residential Ancillary Services</u>	<u>Rate</u>	<u>Description</u>
Backyard Service - for standard three carts	\$36.17	1 cart each, MSW, Recycle, Organics Cart
Backyard Service - per cart if not on standard 3 carts	\$12.07	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate
Cart Exchange	\$134.78	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	\$134.78	one cart per material type at no charge per calendar year
Annual Bulky Pickup	\$0.00	One event per year, 5 items
Additional Bulky Pickups	\$123.55	In excess of once per year (up to 5 items)
Return for Inaccessible Containers	\$94.58	per occurrence if more than 2 times per calendar year
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded
Convenience fee for residential	\$1.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Monterey County East - SVSWA
Proposed Rates Effective 1/1/2025

Commercial Services						
	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
Solid Waste Cart Services						
35 Gallon Solid Waste Cart	\$35.74	\$71.47	\$107.21	\$142.94	\$178.68	\$214.42
64 Gallon Solid Waste Cart	\$55.60	\$111.20	\$166.79	\$222.39	\$277.99	\$333.59
96 Gallon Solid Waste Cart	\$68.85	\$137.70	\$206.55	\$275.40	\$344.26	\$413.11
Additional 35 Gallon Solid Waste Cart	\$28.58	\$57.15	\$85.73	\$114.30	\$142.88	\$171.45
Additional 64 Gallon Solid Waste Cart	\$44.49	\$88.98	\$133.47	\$177.96	\$222.46	\$266.95
Additional 96 Gallon Solid Waste Cart	\$55.07	\$110.13	\$165.20	\$220.27	\$275.34	\$330.40
Solid Waste Bin Services						
1 Yard Solid Waste Bin	\$266.49	\$532.98	\$799.47	\$1,065.96	\$1,332.45	\$1,598.94
1.5 Yard Solid Waste Bin	\$259.29	\$518.59	\$777.88	\$1,037.17	\$1,296.46	\$1,555.76
2 Yard Solid Waste Bin	\$307.32	\$614.64	\$921.96	\$1,229.28	\$1,536.60	\$1,843.92
3 Yard Solid Waste Bin	\$443.68	\$887.36	\$1,331.04	\$1,774.72	\$2,218.40	\$2,662.08
4 Yard Solid Waste Bin	\$568.57	\$1,137.13	\$1,705.70	\$2,274.26	\$2,842.83	\$3,411.40
6 Yard Solid Waste Bin	\$818.24	\$1,636.49	\$2,454.73	\$3,272.98	\$4,091.22	\$4,909.46
8 Yard Solid Waste Bin	\$1,044.76	\$2,089.52	\$3,134.28	\$4,179.04	\$5,223.80	\$6,268.56
Solid Waste Compactor Services - Customer Owned						
1 Yard Solid Waste Compactor	\$384.13	\$768.25	\$1,152.38	\$1,536.50	\$1,920.63	\$2,304.76
2 Yard Solid Waste Compactor	\$614.63	\$1,229.26	\$1,843.89	\$2,458.52	\$3,073.15	\$3,687.78
3 Yard Solid Waste Compactor	\$887.35	\$1,774.70	\$2,662.05	\$3,549.40	\$4,436.75	\$5,324.10
4 Yard Solid Waste Compactor	\$1,137.12	\$2,274.24	\$3,411.37	\$4,548.49	\$5,685.61	\$6,822.73
5 Yard Solid Waste Compactor	\$1,386.81	\$2,773.62	\$4,160.43	\$5,547.24	\$6,934.05	\$8,320.86
6 Yard Solid Waste Compactor	\$1,636.50	\$3,273.00	\$4,909.49	\$6,545.99	\$8,182.49	\$9,818.99
7 Yard Solid Waste Compactor	\$1,886.00	\$3,726.01	\$5,589.01	\$7,452.02	\$9,315.02	\$11,178.02
8 Yard Solid Waste Compactor	\$2,089.51	\$4,179.02	\$6,268.53	\$8,358.04	\$10,447.55	\$12,537.06
Recycle Cart Services						
35 Gallon Recycle Cart	\$32.16	\$64.31	\$96.47	\$128.62	\$160.78	\$192.93
64 Gallon Recycle Cart	\$50.04	\$100.08	\$150.11	\$200.15	\$250.19	\$300.23
96 Gallon Recycle Cart	\$61.96	\$123.93	\$185.89	\$247.86	\$309.82	\$371.78
Additional 35 Gallon Recycle Cart	\$25.52	\$51.04	\$76.56	\$102.08	\$127.60	\$153.12
Additional 64 Gallon Recycle Cart	\$39.69	\$79.38	\$119.07	\$158.76	\$198.45	\$238.14
Additional 96 Gallon Recycle Cart	\$49.19	\$98.38	\$147.57	\$196.76	\$245.95	\$295.14
Recycle Bin Services						
1 Yard Recycle Bin	\$172.86	\$345.72	\$518.58	\$691.44	\$864.30	\$1,037.16
1.5 Yard Recycle Bin	\$233.37	\$466.74	\$700.11	\$933.48	\$1,166.85	\$1,400.22
2 Yard Recycle Bin	\$276.58	\$553.16	\$829.74	\$1,106.32	\$1,382.90	\$1,659.48
3 Yard Recycle Bin	\$399.31	\$798.62	\$1,197.93	\$1,597.24	\$1,996.55	\$2,395.86
4 Yard Recycle Bin	\$511.70	\$1,023.40	\$1,535.10	\$2,046.80	\$2,558.50	\$3,070.20
6 Yard Recycle Bin	\$736.42	\$1,472.84	\$2,209.26	\$2,945.68	\$3,682.10	\$4,418.52
8 Yard Recycle Bin	\$940.28	\$1,880.56	\$2,820.84	\$3,761.12	\$4,701.40	\$5,641.68
Recycle Compactor Bin Services - Customer Owned						
1 Yard Recycle Compactor Bin	\$345.72	\$691.44	\$1,037.16	\$1,382.88	\$1,728.60	\$2,074.32
2 Yard Recycle Compactor Bin	\$553.16	\$1,106.32	\$1,659.48	\$2,212.64	\$2,765.80	\$3,319.96
3 Yard Recycle Compactor Bin	\$798.62	\$1,597.24	\$2,395.86	\$3,194.48	\$3,993.10	\$4,791.72
4 Yard Recycle Compactor Bin	\$1,023.41	\$2,046.82	\$3,070.23	\$4,093.64	\$5,117.05	\$6,140.46
5 Yard Recycle Compactor Bin	\$1,248.13	\$2,496.26	\$3,744.39	\$4,992.52	\$6,240.65	\$7,488.78
6 Yard Recycle Compactor Bin	\$1,472.84	\$2,945.68	\$4,418.52	\$5,891.36	\$7,364.20	\$8,837.04
7 Yard Recycle Compactor Bin	\$1,676.70	\$3,353.40	\$5,030.10	\$6,706.80	\$8,383.50	\$10,060.20
8 Yard Recycle Compactor Bin	\$1,880.56	\$3,761.12	\$5,641.68	\$7,522.24	\$9,402.80	\$11,283.36
Organics - Food and Yard Waste						
64 Gallon Food and Yard Waste Cart	\$57.34	\$114.68	\$172.01			
Additional 64 Gallon Food and Yard Waste Cart	\$47.14	\$94.28	\$141.42			
2 Yard Food Waste Bin	\$439.02	\$878.04	\$1,317.06			
2 Yard Food Waste Compactor - Customer owned	\$877.98	\$1,755.96	\$2,633.94			
Yard Waste Only Services						
96 Gallon Yard Waste Cart	\$66.84	\$133.68	\$200.51			
Additional 96 Gallon Yard Waste Only Carts	\$56.55	\$113.10	\$169.64			
Extra Pickups (All Materials)						
35 Gallon Extra Pickup	\$38.29					
64 Gallon Extra Pickup	\$59.58					
96 Gallon Extra Pickup	\$73.76					
1 Yard Extra Pickup	\$137.19					
1.5 Yard Extra Pickup	\$185.21					
2 Yard Extra Pickup	\$219.51					
3 Yard Extra Pickup	\$316.91					
4 Yard Extra Pickup	\$406.12					
6 Yard Extra Pickup	\$584.46					
8 Yard Extra Pickup	\$746.25					
Commercial Instabins*						
1 Cubic Yard Instabin	\$171.45					
2 Cubic Yard Instabin	\$259.63					
3 Cubic Yard Instabin	\$389.42					
4 Cubic Yard Instabin	\$497.52					
6 Cubic Yard Instabin	\$713.73					
8 Cubic Yard Instabin	\$908.24					

*One time use or special events only. Not to be used for regular or permanent customers.

Commercial Ancillary Services	Rate	Description
Cart Roll Out Service	\$12.07	per cart
Difficult to Service Cart Customers	150%	of Monthly Rate
Cart Cleaning Fee	\$134.87	per cart per occurrence
Cart Exchange	\$127.95	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$127.95	one cart per material type at no charge per calendar year
Multi Family Annual/Bulky Pickup	\$0.00	Once per year for all units (2 items per unit. Must be scheduled by manager/account holder)
Multi Family Annual Bulky - Excess Items	\$25.74	Per item in excess of what is included in annual bulky pickup
Multi Family Additional Bulky Pickup - trip charge	\$89.79	In excess of once per year pickup (Must be scheduled by manager/account holder)
Multi Family Additional Bulky Pickup - per item charge	\$25.74	Per item
Return for Inaccessible Containers	\$89.79	per occurrence if more than 2 times per calendar year
Lock charge per enclosure	\$44.87	per month per enclosure
Lock charge per container	\$17.98	per month per container
Reactivation Fee	\$44.87	after County approved service suspension
Bin Push Rate: 1-25 ft	\$47.52	
Bin Push Rate: 26-49 ft	\$95.05	
Bin Push Rate: 50-75 ft	\$142.60	
Bin Push Rate: 76-100 ft	\$190.10	
Bin Push Rate: 101-125 ft	\$237.65	
Bin Push Rate: 126+ ft	\$285.16	
Bin Cleaning Fee	\$213.89	per bin per occurrence
Bin Exchange	\$142.60	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$855.49	one bin per material type at no charge per calendar year
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded
Convenience fee for commercial accounts	\$9.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Monterey County East - SVSWA
Proposed Rates Effective 1/1/2025

Roll Off Services

Open Top Roll Off Boxes*

Haul Rate for 7-10 Yard Bin	\$503.57
Haul Rate for 11-20 Yard Bin	\$604.27
Haul Rate for 21-30 Yard Bin	\$745.27
Haul Rate for 31-40 Yard Bin	\$906.39
Haul Rate for 41-50 Yard Bin	\$1,069.36

Compactor Boxes*

Haul Rate for 7-10	\$629.44
Haul Rate for 11-15	\$692.43
Haul Rate for 16-20	\$755.32
Haul Rate for 21-30	\$931.58
Haul Rate for 31-40	\$1,133.02
Haul Rate for 41-50	\$1,334.42

*Roll Off Hauls with Special Handling Charge - Materials requiring special handling by SVSWA staff may be charged the Solid Waste Tipping Fee + 50%. Certified burials, fumigation or mulch plastic/drip tape, nonfriable asbestos (up to 1 cubic yard w/o pre-approval, wetted and double bagged), and remediated soil handling may have this fee assessed.

*Note: All Bin, compacted box and non-compacted box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.

Disposal Site & Material Type

Johnson Canyon LFMSW	\$71.94	Per Ton
Johnson Canyon LF Mixed C&D	\$71.94	Per Ton
Marina LF Recycle	\$44.44	Per Ton
Johnson Canyon LF Organics	\$84.72	Per Ton
Johnson Canyon LF White Goods (w/Freon)	\$18.67	Each
Johnson Canyon LF Wood	\$64.72	Per Ton
Johnson Canyon LF Inert - Concrete	\$13.33	Per Ton
Johnson Canyon LF Inert - Asphalt	\$1.11	Per Ton
Johnson Canyon LF Inert - Dirt	\$71.94	Per Ton

Roll Off Ancillary Services

	Rate	Description
Relocation	\$285.16	RO Box relocated at customers current site - per occurrence
Dry Run	\$380.24	trip charge, no haul - per occurrence
Stand By per hour	\$190.10	per hour
Stand By per day - 6 hour maximum	\$2,281.38	per day - 6 hour maximum
Reactivation Fee	\$18.29	after County approved service suspension
Demurrage Per Day	\$29.77	temporary rental, after five (5) days, not including delivery and removal days
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

Emergency Rates

<u>Employee</u>	<u>Hourly Rate</u>
Driver	\$283.08
Supervisor	\$330.26
Helper	\$188.89

<u>Equipment Type</u>	<u>Hourly Rate</u>
Side Loader - Autocar	\$283.08
Commercial Front End Loader - Autocar	\$330.26
Rear End Loader - Autocar	\$283.08
Roll Off - Autocar	\$283.08
Flat Bed Truck - Autocar	\$141.53
Collection Vehicle Travel Charge per Mile	\$13.23

Exhibit 2 - Refuse Rate Index

The "Refuse Rate Index" adjustment shall be calculated in the following manner:

The expenses of Collection Services for the designated review period shall be prepared in a format set forth in the Operating Cost Statement, provided below.

The expenses of collection services shall be broken down into the following major Cost Categories: Labor, CNG/Diesel Fuel, Vehicle Replacement, Vehicle Maintenance, All Other, AB 939 fees, and Disposal.

The Data Sources below will be used to calculate the "RRI Percentage Change" for each Cost Category. The RRI Percentage Change will be based on the year over year 12-month average change ending in June. For example, if the rate adjustment is to be implemented January 1, 2025, the RRI Percentage Change will be based upon the year over year 12-month average change from July 2023 to June 2024. In the event any index is discontinued, a successor index shall be selected by the parties that is most closely equivalent to the discontinued index as recommended by the BLS.

The Disposal cost categories are based on the change in the most recent disposal and processing rates per ton available compared to the disposal and processing rates included in the previous year's RRI calculation.

For each RRI adjustment, each Cost Category will be assigned an Item Weight percentage based on its proportionate share of all expenses in the Operating Cost Statement for Carmel Marina Corporation (CMC) for 12 months ending June. For example, if the rate adjustment is implemented on January 1, 2025, the Item Weight percentage will be based upon the Operating Cost Statement for the 12-month period ending June 30, 2024.

The Weighted Percentage Change for each Cost Category will equal the Percentage Change from the RRI Index multiplied by its Item Weight.

The Total Price Increase will be the sum of each Cost Category's Weighted Percentage Change.

Operating Cost Statement:

The following costs will be included in the Operating Cost Statement from the Carmel Marina Corporation (CMC) financial statement.

Labor and Benefits: All labor accounts for Salaries, Wages – hourly & overtime, Bonuses, Commissions, Other Compensation, Compensated Absences & Vacation, Severance, Health & Welfare Insurance Premiums, Pension & Retirement Benefits, Workers Compensation costs, Payroll Taxes Other employee costs including safety gear, related to the services provided under this Contract. Employment, Hours, and Earnings from the Current Employment Statistics survey (National). Series ID: CEU6056210008

Diesel: Diesel Fuel Costs Diesel-Producer Price Index-Commodities. Series ID: WPU057303.

CNG Fuel: CNG fuel costs. CNG-Pacific Gas & Electric Company. Schedule G-NGV1

Vehicle Replacement: Collection and collection related vehicle depreciation accounts. Vehicle lease and rental accounts related to collection or collection related vehicles. Producer Price Index-Commodities. Series ID: WPU141301

Vehicle Maintenance: All collection and collection related vehicle paint, Tires, Parts & Supplies, Lubricants, Third Party Services, Other Maintenance accounts. Vehicle Maintenance Series ID: pcu336211336211

All Other: All other expense accounts related to the services provided under this Agreement not included above. This category includes, but not limited to, all insurance (e.g., general liability, fire, truck damage, and extended coverage); rent on property; truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies; printing; postage; trade association dues and subscription; seminars & education; advertising; travel costs; taxes; and miscellaneous other items. Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services Series ID: CUUR0000SEHG.

AB939 Fees: Fees charged by Salinas Valley Solid Waste Authority.

Disposal: All disposal and processing accounts.

Exhibit 3 - Form of Guaranty

Guarantee Agreement

This Guarantee Agreement (this “Guarantee”), dated as of January 1, 2025, is made and entered into by Waste Management, Inc., a Delaware corporation (“Guarantor”).

WITNESSETH:

WHEREAS, USA Waste of California, Inc., a subsidiary of Guarantor (the “WM Subsidiary”) has entered into a Unified Franchise Agreement (the “Agreement”) effective as of January 1, 2025 with the County of Monterey, California (the “County”) pursuant to which WM Subsidiary has agreed to provide certain collection, disposal and processing services; and

WHEREAS, Guarantor will directly or indirectly benefit from the Agreement;

NOW THEREFORE, in consideration of County entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. GUARANTY. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the financial obligations of WM Subsidiary (the “Obligations”) to County in accordance with the Agreement. To the extent that WM Subsidiary shall fail to pay any Obligations, Guarantor shall promptly pay to County the amount due. This Guarantee shall constitute a guarantee of payment and not of collection. The liability of Guarantor under the Guarantee shall be subject to the following:

Guarantor’s liability hereunder shall be and is specifically limited to payments expressly required to be made in accordance with the Agreement (even if such payments are deemed to be damages) and, except to the extent specifically provided in the Agreement, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages, costs, or attorney’s fees.

2. DEMANDS AND NOTICE. If WM Subsidiary fails or refuses to pay any Obligations, County shall notify WM Subsidiary in writing of the manner in which WM Subsidiary has failed to pay and demand that payment be made by WM Subsidiary. If WM Subsidiary’s failure or refusal to pay continues for a period of fifteen (15) days after the date of County’s notice to WM Subsidiary, and County has elected to exercise its rights under this Guarantee, County shall make a demand upon Guarantor (hereinafter referred to as a “Payment Demand”). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount WM Subsidiary has failed to pay and an explanation of why such payment is due, with a specific statement that County is calling upon Guarantor to pay under this Guarantee. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until WM Subsidiary or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guarantee;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guarantee; and

(c) this Guarantee constitutes a valid and legally binding agreement of Guarantor, except as the enforceability of this Guarantee may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WM Subsidiary or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of WM Subsidiary.

5. AMENDMENT OF GUARANTY. No term or provision of this Guarantee shall be amended, modified, altered, waived, or supplemented except in a writing signed by the parties hereto.

6. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guarantee; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against WM Subsidiary or any other person, or except as expressly hereinabove set forth, to require that County seek enforcement of any performance against WM Subsidiary or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of County in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by email, as follows:

To County: 
1270 Natividad Road, Salinas, CA 93906
jimenezem@countyofmonterey.gov

To Guarantor: _____

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by email shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by email shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8 MISCELLANEOUS. THIS GUARANTEE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Guarantee shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by County, its successors and assigns. Guarantor may assign this Guarantee and be released from its obligations hereunder with the consent of County, which consent shall not be unreasonably withheld. The Guarantee embodies the entire agreement and understanding between Guarantor and County and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

EXECUTED as of the day and year first above written.

WASTE MANAGEMENT, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit 4 - Omitted

Exhibit 5 - Service Area

The boundaries of the Service Area are as indicated below:

South Boundary- San Luis Obispo County line

East Boundary- the San Benito/Fresno/Kings County lines

West Boundary- the Pacific Ocean

North Boundary- The Santa Cruz County line.

Exhibit 6 - JPA Boundaries

MRWMD Description (West)

The Monterey Regional Waste Management District jurisdictional boundaries include the cities of Carmel-by-the-Sea, Del Rey Oaks, Marina, Monterey, Pacific Grove, Sand City, Seaside, and the unincorporated areas of Big Sur, Carmel Highlands, Carmel Valley, Castroville, Corral De Tierra, Laguna Seca, Moss Landing, Pebble Beach, San Benancio, and Toro Park. The District covers a total of 853 square miles.

SVSWA Description (East)

The Salinas Valley Solid Waste Authority jurisdictional boundaries include the cities of Gonzales, Greenfield, King City, Salinas, and Soledad and the unincorporated eastern portion of Monterey County. The Authority covers roughly 2,450 square miles.

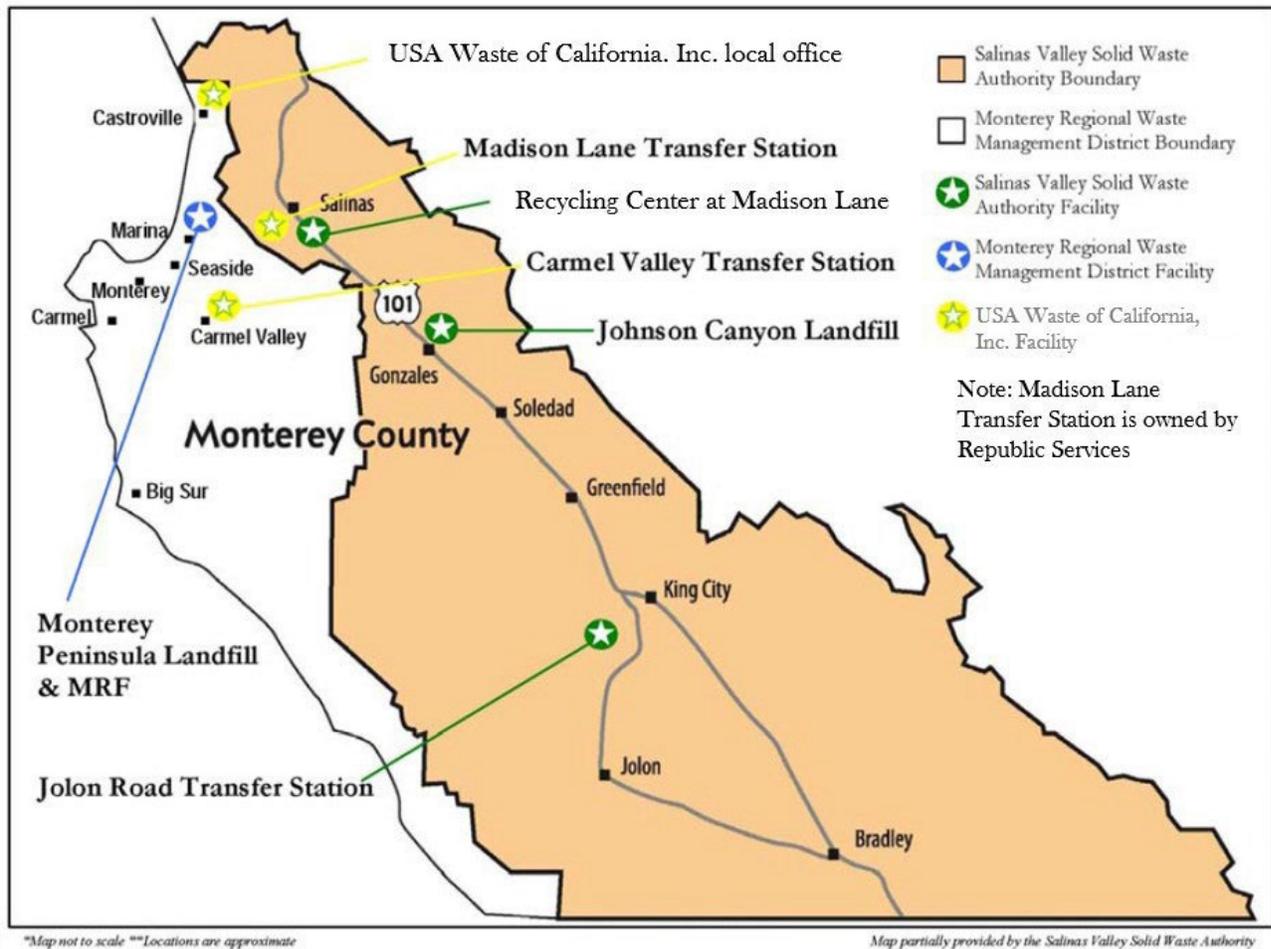


Exhibit 7 - Reports

Section	Report	Report Frequency
	Collections	
5.8	Used Oil Filter Collection (oil volume and number of filters)	Monthly
5, 6, 7, 8	Diversion Report for Collection Services (see separate spreadsheet)	Monthly and Quarterly
5.10	Battery Collection	(included in diversion report)
5.7, 6.6	On-Call Bulky Collection	(included in diversion report)
9.1	Christmas tree collection and diversion	(included in diversion report)
8	On-Call Bins and Roll-off Collection Services	(included in diversion report)
9.2	Employee Housing Site Program	Monthly
9.4	County Clean-up Services	Monthly
9.5	Large Venue and Events Collection (see separate workbook)	6 weeks after event, included Monthly
9.6	Abandoned Solid Waste Collection (provided by Public Works)	Monthly
9.7	Community Drop-off Events	Monthly
3.15, 3.18, 5, 6, 7, 8, 17.5, 20.3	Container Delivery and Removal	Monthly
	Damage to Customer Property	
	Record of Inquiries and Complaints Received by Contractor	
	Spillage and Leaks	
	Missed Collections	
	Inadvertent Delivery of Unpermitted Waste	Monthly
	Non-Collection	Monthly
	Outreach and Education	
16	Public Education and Outreach Plan	Annual - Due to County for approval by December 1st
9.3	Participation in the Central Coast Recycling Media Coalition (CCRMC)	Monthly
6.7, 7.6, 16.1.2	Commercial and Multi-Family outreach conducted, presentations at schools and other community events	Monthly and Quarterly
16	Outreach materials distributed to Customers	As produced
	Other	
11.1, 11.16	Billing Reports (support of amounts billed and collected)	Monthly
11.3	Delinquent Accounts	Monthly
3	Franchise Infringement	Monthly
14.11	Vehicle Inventory	Upon Request
5, 6, 7, 8	Collection Services for SFD, MFD and Commercial Customers	Annual - provided for EAR report
	Customer Counts According to Service Type	
	Recycling and Green waste customer participation ratio	

Exhibit 8 - Omitted

Exhibit 9 - Emergency Backup Plan

[Will be added once developed by Contractor and County]

Exhibit 10 - County Facilities

Facility	Address	City	Service Description	Type	Quantity	Frequency (per week)
Health - Children's Medical Services	47 San Benancio Canyon Road	Salinas	6-YD BIN	MSW	1	2X
			96-GAL CART	RECY	3	1X
Library - Aromas	389 Blohm Ave	Aromas	96-GAL CART	MSW	1	1X
			64-GAL CART	RECY	2	1X
Library - Big Sur (Modular)	Highway 1 Ripplewood Resort	Big Sur	2-YD BIN	MSW	1	3X
			2-YD BIN	RECY	1	2X
Library - Carmel Valley	65 West Carmel Valley Road	Carmel Valley	96-GAL CART	MSW	1	1X
			96-GAL CART	ORG	1	1X
			96-GAL CART	RECY	1	1X
			96-GAL CART			
Library - Castroville w/ Dist 2 Supervisor	11140-11160 Speegle Street	Castroville	96-GAL CART	MSW	3	1X
			96-GAL CART	RECY	3	1X
			96-GAL CART	ORG	2	1X
			96-GAL CART			
Library - Prunedale	17822 Moro Road	Prunedale	2-YD BIN	MSW	1	1X
			96-GAL CART	RECY	2	1X
Parks - Jack's Peak Park	25020 Jack Peaks Park Road	Monterey	4-YD BIN	MSW	1	1X
Parks - Laguna Seca (43 Buildings)	1025 Highway 68	Salinas	4-YD BIN	MSW	4	1X
			3-YD BIN	RECY	2	1X
Parks- Laguna Seca (Rifle Range)	1025 Highway 68	Salinas	20-YD BOX	MSW	2	1X
			20-YD BOX	ORG	1	ON-CALL
			20-YD BOX	RECY	1	ON-CALL

Parks - Manzanita Park (3 Buildings)	17100 Castroville Blvd	Salinas	6-YD BIN 3-YD BIN 96-GAL CART	MSW MSW RECY	1 1 3	1X 1X 1X
Parks - Royal Oaks Park (9 Buildings)	537 Maher Road	Watsonville	20-YD BOX 6-YD BIN	MSW MSW	2 1	1X 1X
Parks - San Lorenzo Park (30 buildings)	1160 Broadway	King City	4-YD BIN 4-YD BIN 3-YD BIN 30-YD BOX	MSW RECY RECY ORG	4 1 1 2	1X 1X 1X ON-CALL
Parks - Toro Park (16 Buildings)	501 Monterey/Salinas Hwy 68	Salinas	64-GAL CART 64-GAL CART	MSW RECY	12 12	1X 1X
Parks - Toro Park (16 Buildings)	501 Monterey/Salinas Hwy 68	Salinas	20-YD BOX 20-YD BOX 20-YD BOX 15-YD BOX	MSW ORG METAL RECY	1 1 1 1	1X ON-CALL ON-CALL 1X
Probation - Rancho Cielo (100 ac lease)	700-710 Old Stage Road	Salinas	8-YD BIN 8-YD BIN 96-GAL CART 96-GAL CART	MSW RECY RECY ORG	1 1 6 4	1X 1X 1X 1X
Public Works - San Miguel Canyon Road Yard	1171 San Miquel Canyon Road	Salinas	2-YD BIN 2-YD BIN	MSW RECY	1 1	1X 1X
Fire Dept - Field Office, Chualar	24281 Washington Street	Chualar	96-GAL CART 96-GAL CART 64-GAL CART	MSW RECY ORG	2 1 1	1X 1X 1X

Exhibit 11 - County Sponsored Large Venue Events

	COUNTY-SPONSORED SPECIAL EVENTS	Produced
	Event	Estimated Yardage
1	Sea Otter Classic	750
2	Trans Am SpeedFest	180
3	Motul Course De Monterey (IMSA)	210
4	Ferrari Challenge	180
5	Firestone Grand Prix of Monterey (NTT INDYCAR)	240
6	MotoAmerica Superbike SpeedFest at Monterey	210
7	Monterey Pre-Reunion & Community Day	150
8	Rolex Monterey Motorsports Reunion	210
9	GRIDLIFE Festival (TBC)	180

Note: Assumes usage of 30-yard Roll-Off Containers for all materials. Size of containers utilized may be changed depending on event needs.

AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc., hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of \$67,671; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by \$28,165 due to the extended term, for a total AGREEMENT amount not to exceed \$95,836.

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 \$67,671”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$95,836”.
2. **Paragraph 3.0 “TERM OF AGREEMENT” shall be amended by removing** “The term of this AGREEMENT is from April 25, 2023 to March 31, 2024, unless sooner terminated pursuant to the terms of the AGREEMENT” **and replacing it with** “The term of this AGREEMENT is from April 25, 2023 to March 31, 2026 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-1 shall be construed to refer to Exhibit A.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT executed by the County on May 1, 2024.
6. This AMENDMENT No. 1 shall be effective upon execution.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:

Debra Wilson Debra Wilson

Contracts/Purchasing Officer
Contracts & Purchasing Officer

Dated: 3/26/2024 | 1:06 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

Jennifer Forsyth Jennifer Forsyth

Deputy Auditor/Controller
Auditor-Controller Analyst II

Dated:

3/19/2024 | 4:24 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Stacy Saetta Stacy Saetta

Deputy County Counsel
Chief Deputy County Counsel.

Dated: 3/19/2024 | 1:20 PM PDT

Director of Health

Dated:

CONTRACTOR – Raimi + Associates, Inc.

DocuSigned by:

By: Matthew D. Raimi

Signature of Chair, President, or
Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 3/15/2024 | 12:30 PM PDT

By:

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

Printed Name and Title

Dated:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT A-1

**To Agreement by and between
Health Department, hereinafter referred to as “COUNTY”
AND
Raimi + Associates, 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:

1. CONTRACTOR shall conduct data gathering process to inform development of an updated County of Monterey Health Department three-year Strategic Plan.
2. Process to include:
 - a. Environmental scan and summarization of key takeaways from various relevant documents as identified by COUNTY’s Planning Team, including but not limited to 2022 Community Health Needs Assessment, 2022 Impact Monterey County Assessment, and most recent planning processes for Health Department Bureaus.
 - b. During the term of this AGREEMENT, CONTRACTOR to meet with COUNTY’s Strategic Planning Team twelve (12) times and one (1) time with Natividad Medical Center to develop and present (to the COUNTY’s Strategic Planning Team) a draft of the updated 3-year Strategic plan and production of a final approved updated 3-year Strategic Plan.
 - c. CONTRACTOR to develop an all MCHD staff survey to gather input on the strategic plan. Survey will take approximately 15 minutes to complete. Once the survey is drafted, CONTRACTOR will work with MCHD staff to finalize the survey and distribute it among all staff. Once the survey deadline is closed, CONTRACTOR will clean the data set and analyze it. CONTRACTOR will also prepare a brief overview of survey findings.

Raimi + Associates, Inc.
Amendment No. 1
Term: 04/25/23 – 03/31/2026
NTE: \$95,836

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. Meeting agendas and notes for each meeting with Strategic Planning Team
2. Draft updated Strategic Plan with goals, strategies, and metrics, due by May 31, 2024
3. Final updated Strategic Plan (with goals, strategies, and metrics), due by June 30, 2024

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$95,836** 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:

Tasks		
1.	Project kickoff meeting and ongoing project management.	\$10,300
2.	Conduct rapid environmental scan (a. document review; b. conduct 5 stakeholder interviews; c. summary of key takeaways).	\$10,300
2.2	Develop, conduct, and analyze MCHD staff survey.	\$11,590
3.	Plan and facilitate 9 Strategic Planning Team Meetings (including meeting with Bureau Chiefs/other MCHD leaders and 1 joint meeting with Health System Group/Natividad).	\$30,400
3.2	Plan and facilitate (2) virtual meetings with MCHD staff; (1) virtual meeting with HHS Committee; (4) interviews with Board of Supervisors; (1) virtual presentation to BOS. (All meetings held via Zoom.)	\$15,720
5.	Finalize County of Monterey Health Department's Updated 3-year Strategic Plan.	\$14,700
	Total	\$93,010
6.	General office expenses (3%).	\$2,826
	Grand Total	\$95,836

Raimi + Associates, Inc.
Amendment No. 1
Term: 04/25/23 – 03/31/2026
NTE: \$95,836

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, 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 - PEP
Miriam Mendoza-Hernandez
1270 Natividad Road
Salinas, CA 93906

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: HernandezMY@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.

AMENDMENT NO. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 2 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc., hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of \$67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by \$28,165 due to the extended term, for a total AGREEMENT amount not to exceed \$95,836.

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by \$17,448 due to the additional services, for a total AGREEMENT amount not to exceed \$113,284.

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 \$95,836”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$113,284”.
2. **Exhibit B-2, “Scope of Services/Payment Provisions (Graphic Design Services)”, shall be added to the Agreement.** All references in AMENDMENT No. 2 to Exhibit B-2 shall be construed to refer to Exhibit B.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT executed by the County on May 1, 2024.
5. This AMENDMENT No. 2 shall be effective upon execution.

Raimi + Associates, Inc.
Amendment No. 2
Term: 04/25/2023 – 03/31/2026
NTE: \$113,284

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:

Debra Wilson Debra Wilson
Contracts Purchasing Officer
Contracts & Purchasing Officer

Dated: 8/20/2024 | 4:12 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

Jennifer Forsyth Jennifer Forsyth
Deputy Auditor/Controller
Auditor-Controller Analyst II

Dated:
8/20/2024 | 3:48 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Stacy Saetta Stacy Saetta
Deputy County Counsel
Chief Deputy County Counsel

Dated: 8/20/2024 | 2:35 PM PDT

Director of Health

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:

By: Matthew D. Raimi
Signature of Chair, President, or
Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 8/15/2024 | 8:54 AM PDT

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

Printed Name and Title

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.

Raimi + Associates, Inc.
Amendment No. 2
Term: 04/25/2023 – 03/31/2026
NTE: \$113,284

EXHIBIT B-2

**To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"**

**Scope of Services / Payment Provisions
(Graphic Design Services)**

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. CONTRACTOR shall provide graphic design services for the design and layout of the Monterey CHIP document with the optional task of drafting text and a heading graphic (as outlined in the **Task table in Section B.1**) for a press release when the plan is launched for the Monterey County Health Department (MCHD).

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$113,284** 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:

*****This Section Intentionally Left Blank*****

Raimi + Associates, Inc.
Amendment No. 2
Term: 04/25/23 – 03/31/2026
NTE: \$113,284

TASK	DELIVERABLE	TIMELINE	COST
TASK 1: Project Initiation & Management	CONTRACTOR shall organize a Kick-off meeting with MCHD staff to understand report structure and project schedule.	Within 10 days of agreement execution	\$2,995
Kick-off Meeting & Production Schedule Ongoing Project Management & Coordination			
TASK 2: Art Direction & Template Development	CONTRACTOR shall send out a questionnaire regarding MCHD staff's visual preferences and meet with staff to review.	<ul style="list-style-type: none"> • Questionnaire to be sent 2 working days after Kickoff Meeting. • Visual preferences meeting to happen upon MCHD staff completion of questionnaire. 	\$2,995
Questionnaire			
Preliminary Template	CONTRACTOR shall draft a preliminary template of the report for MCHD staff's input and approval.	<ul style="list-style-type: none"> • Template to be completed by CONTRACTOR within one week following questionnaire meeting and delivered to MCHD staff. • MCHD to review and provide feedback on template to be incorporated into full draft. 	
TASK 3: Prepare Full Draft	CONTRACTOR shall use the approved template and create a draft of the full document to share with MCHD staff for review. CONTRACTOR to meet with staff to review.	<ul style="list-style-type: none"> • CONTRACTOR to prepare full draft within two weeks following approval to proceed on template by MCHD staff. • CONTRACTOR to meet with MCHD staff and MCHD staff will provide input following the meeting. 	\$6,230
Full Draft Document			
TASK 4: Revise & Finalize Report	CONTRACTOR shall incorporate comments on previous draft to produce the final document. CONTRACTOR to meet with staff to review.	<ul style="list-style-type: none"> • CONTRACTOR to prepare and deliver final draft within 1 week following receipt of final resolved comments from MCHD staff. 	\$2,280
Final Document			
TASK 5: Product & Data Transfer	CONTRACTOR shall provide document data files to COUNTY via email or as requested.	<ul style="list-style-type: none"> • CONTRACTOR to provide PDF versions of document, exported word version converted from PDF, and all final working files to COUNTY within 2 working days of final document approval by MCHD staff. 	\$480
Provide PDF versions of Final Document			
Provide Exported Word Version of Final Document Provide All Final Working Files			
TASK 6: Press Release and Graphic	CONTRACTOR shall draft text for an email press release of the plan.	<ul style="list-style-type: none"> • Press release text to begin at MCHD staff discretion after finalized report is produced and to be completed within one week of assignment. 	\$1,960
Press Release Text			
Press Release Header Graphic	CONTRACTOR shall create a header graphic for an email press release of the plan.	<ul style="list-style-type: none"> • CONTRACTOR to provide press release header graphic within 4 working days of press release text completion. 	
Subtotal			\$16,940
Offices Expenses (3%)			\$508
GRAND TOTAL (Tasks 1-6)			\$17,448

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, 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 - PEP
Miriam Mendoza-Hernandez
1270 Natividad Road
Salinas, CA 93906

Raimi + Associates, Inc.
Amendment No. 2
Term: 04/25/23 – 03/31/2026
NTE: \$113,284

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: HernandezMY@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.

Raimi + Associates, Inc.
Amendment No. 2
Term: 04/25/23 – 03/31/2026
NTE: \$113,284

AMENDMENT NO. 3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 3 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc., hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT No. A-16238 to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of \$67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by \$28,165 due to the extended term, for a total AGREEMENT amount not to exceed \$95,836; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by \$17,448 due to the additional services, for a total AGREEMENT amount not to exceed \$113,284; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add Exhibit C-3, Strategic Planning Process for Hitchcock Road Animal Services, and increase the total amount of the AGREEMENT by \$55,131 due to the additional services, for a total AGREEMENT amount not to exceed \$168,415.

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 \$113,284”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$168,415”.
2. **Exhibit C-3, “Scope of Services/Payment Provisions (Strategic Planning Process for Hitchcock Road Animal Services)”, shall be added to the Agreement.** All references in AMENDMENT No. 2 to Exhibit C-3 shall be construed to refer to Exhibit C.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the AGREEMENT.

Raimi + Associates, Inc.
Amendment No. 3
Term: 04/25/2023 – 03/31/2026
NTE: \$168,415

4. A copy of this AMENDMENT No. 3 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.
5. This AMENDMENT No. 3 shall be effective upon execution.

***** *Signature Page to Follow* *****

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:

Debra Wilson Debra Wilson
Contracts/Purchasing Officer
Contracts & Purchasing Officer

Dated: 10/18/2024 | 10:06 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

Patricia Ruiz Patricia Ruiz
Deputy Auditor/Controller
Auditor Controller Analyst I

Dated:
10/18/2024 | 7:40 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Stacy Saetta Stacy Saetta
Deputy County Counsel
Chief Deputy County Counsel

Dated: 10/17/2024 | 1:50 PM PDT

Director of Health Services

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:

By: Matthew D. Raimi
Signature of Chairman, President, or
Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 10/10/2024 | 5:23 PM PDT

DocuSigned by:

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

Kym Dorman COO
Printed Name and Title

Dated: 10/9/2024 | 3:30 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Raimi + Associates, Inc.
Amendment No. 3
Term: 04/25/2023 – 03/31/2026
NTE: \$168,415

EXHIBIT C-3

**To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"**

**Scope of Services / Payment Provisions
(Strategic Planning Process for Hitchcock Road Animal Services)**

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. CONTRACTOR shall facilitate Strategic Planning Process for Hitchcock Road Animal Services (HRAS), in alignment with the Joint Powers Authority, as detailed in the Task Table in **Section B.1**.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$168,415** 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:

*******This Section Intentionally Left Blank*******

Raimi + Associates, Inc.
Amendment No. 3
Term: 04/25/23 – 03/31/2026
NTE: \$168,415

TASK	DELIVERABLE	TIMELINE	COST
TASK 1: Project Management	CONTRACTOR shall organize a Kick-off meeting with HRAS staff to understand report structure and project schedule.	Within 10 days of agreement execution	\$7,400
Kick-off Meeting & Production Schedule			
Ongoing Project Management & Coordination			
TASK 2: Conduct Environmental Scan	CONTRACTOR shall provide brief summary of key takeaways in a slide deck.	• October 2024 through March 2025	\$9,090
Rapid Environmental Scan	CONTRACTOR to conduct a rapid environmental scan that includes identifying and reviewing key documents (e.g., Bylaws of HRAS, etc.), conducting up to 6 stakeholder interviews (e.g., with core leadership team, advisory committee members), and conducting up to 2 focus groups (e.g., with board members, volunteers, community members, additional staff.) CONTRACTOR to prepare a brief summary of key takeaways on a slide deck. The focus of the environmental scan will be to understand HRAS' internal strengths and weaknesses, the external opportunities and threats/challenges, and to provide information for the Strategic Planning Team to consider as part of their SWOT analysis. Virtual interviews and focus groups will take up to 1 hour each and will explore topics related to HRAS' internal strengths and weaknesses; external opportunities and threats/challenges. CONTRACTOR to conduct 2 of the 6 interviews in March 2025 to confirm available resources aligned with identified priorities for the strategic plan.		
TASK 3: Strategic Planning Meetings			
Plan and facilitate 5 virtual Strategic Planning Team Meetings	CONTRACTOR to conduct all strategic planning meetings virtually.	• November 2024 - July 2025	\$23,360
Meeting #2 - Strategic Planning Team Meeting	CONTRACTOR to prepare Meeting agenda and meeting highlights; criteria for prioritizing goals, strategies and outcomes.	• February 2025 CONTRACTOR will review key takeaways from the document review as part of the rapid environmental scan (Task #2) with the aim of 1) continuing to build on what is already in place (and working effectively) at HRAS, and 2) identifying CONTRACTORS' Proposal to Facilitate HRAS' Strategic Planning Process 5 considerations, challenges, and gaps that should be considered during the strategic planning process. CONTRACTOR will engage the strategic planning team in a SWOT conversation focusing on identifying internal strengths and weaknesses, and external opportunities and threats/challenges. The group will also begin to identify priorities for the strategic plan and will discuss criteria for prioritizing 3-5 goals, corresponding strategies, and outcomes.	
Meeting #3 - Strategic Planning Team Meeting	CONTRACTOR to draft goals and outcomes; meeting agenda and meeting highlights.	• April 2025 Based on the discussion in meeting #2 and input gathered to date, the group will review draft goals, strategies and outcomes and begin prioritizing goals and strategies. CONTRACTOR will gather feedback on the goals, strategies, and outcomes and will identify anything that is missing.	
Meeting #4 - Strategic Planning Team Meeting	CONTRACTOR to outline HRAS Strategic Plan; updated goals and strategies; meeting agenda and meeting highlights.	• May 2025 CONTRACTOR will review and finalize the goals and strategies based on all input to date. CONTRACTOR will present the outline of the final strategic plan. Based on the input from these meetings, CONTRACTOR will draft the strategic plan.	
Meeting #5 - Strategic Planning Team Meeting	CONTRACTOR to provide HRAS Strategic Plan for final review; meeting agenda and meeting highlights.	• June 2025 CONTRACTOR will review the final 3-5-year HRAS strategic plan, confirm any final edits, and approve the plan.	
TASK 4: Finalize HRAS's Strategic Plan			
Final Document	CONTRACTOR to draft and Finalize HRAS Strategic Plan.	• June 2025 CONTRACTOR will draft the Strategic Plan and distribute it to the Strategic Planning Team for final review and edits. CONTRACTOR will ask HRAS team/staff to coordinate 1 round of edits. CONTRACTOR will review the updated strategic plan in Meeting #5, make final edits if necessary, and approve the Strategic Plan. The final Strategic Plan will be compelling and visually dynamic (using visualization techniques to present information) and will include a brief introduction, a brief overview and purpose for each of the three to five goals, key strategies for each of the goals, timeline, and selected metrics for tracking progress over time.	\$13,640
Subtotal			\$53,490
Offices Expenses (3%)	General Office Expenses		\$1,641
GRAND TOTAL (Tasks 1-6)			\$55,131

Raimi + Associates, Inc.
 Amendment No. 3
 Term: 04/25/23 – 03/31/2026
 NTE: \$168,415

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, payment after completion of each major part of the AGREEMENT, payment at conclusion of the Agreement, etc.

Invoices shall be emailed directly to: 296-FinanceAS@countyofmonterey.gov
Cc: burnhamc1@countyofmonterey.gov

Invoices may be mailed to: Monterey County Health Department
Attn: Accounts Payable/ENVIRONMENTAL (HRAS)
Karla Tinajero
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.

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.

AMENDMENT NO. 4 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 4 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc., hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT No. A-16238 to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of \$67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by \$28,165 due to the extended term, for a total AGREEMENT amount not to exceed \$95,836; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by \$17,448 due to the additional services, for a total AGREEMENT amount not to exceed \$113,284; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 3 to add Exhibit C-3, Strategic Planning Process for Hitchcock Road Animal Services, and increase the total amount of the AGREEMENT by \$55,131 due to the additional services, for a total AGREEMENT amount not to exceed \$168,415; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to replace Exhibit C with Exhibit C-4, Strategic Planning Process for Hitchcock Road Animal Services, replace Exhibit B with Exhibit B-4, Graphic Design Services, and increase the total amount of the AGREEMENT by \$5,000 for additional services, for a new Total Agreement amount not to exceed \$173,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026.

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 \$168,415”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$173,415”.
2. **EXHIBIT B-2, “Graphic Design Services”, shall be amended by removing** EXHIBIT B-2 of this AGREEMENT **and replacing it with** “EXHIBIT B-4”. All references in Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-4.

Raimi + Associates, Inc.
Amendment No. 4
Term: 04/25/2023 – 03/31/2026
NTE: \$173,415

3. **EXHIBIT C-3, “Strategic Planning Process for Hitchcock Road Animal Services”, shall be amended by removing EXHIBIT C-3 of this AGREEMENT and replacing it with “EXHIBIT C-4”.** All references in Agreement to EXHIBIT C shall be construed to refer to EXHIBIT C-4.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 4 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT No. 4 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.
6. This AMENDMENT No. 4 shall be effective upon execution.

***** *Signature Page to Follow* *****

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 4 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:
Tom Skinner Tom Skinner
Contracts/Purchasing Officer
Contracts/Purchasing Supervisor

Dated: 3/5/2025 | 8:48 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz Patricia Ruiz
Deputy Auditor/Controller
Auditor Controller Analyst I

Dated:
3/5/2025 | 8:36 AM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta Stacy Saetta
Deputy County Counsel
Chief Deputy County Counsel

Dated: 3/4/2025 | 4:53 PM PST

Director of Health Services

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:
By: Matthew D. Raimi
Signature of Chair, President, or
Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 2/24/2025 | 1:31 PM PST

DocuSigned by:
By: Lym Dorman
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

3/3/2025 | 2:57 PM PST COO
Printed Name and Title

Dated: 3/3/2025 | 2:57 PM PST

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Raimi + Associates, Inc.
Amendment No. 4
Term: 04/25/2023 – 03/31/2026
NTE: \$173,415

EXHIBIT B-4

**To Agreement by and between
Health Department, hereinafter referred to as "COUNTY"
AND
Raimi + Associates, Inc., hereinafter referred to as "CONTRACTOR"**

**Scope of Services / Payment Provisions
(Graphic Design Services)**

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. CONTRACTOR shall provide graphic design services for the design and layout of the Monterey CHIP document with the optional task of drafting text and a heading graphic (as outlined in the **Task table in Section B.1**) for a press release when the plan is launched for the Monterey County Health Department (MCHD).

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$173,415** 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:

*****This Section Intentionally Left Blank*****

Raimi + Associates, Inc.
Exhibit B-4
Amendment No. 4
Term: 04/25/23 – 03/31/2026
NTE: \$173,415

TASK	DELIVERABLE	TIMELINE	COST
TASK 1: Project Initiation & Management	CONTRACTOR shall organize a Kick-off meeting with MCHD staff to understand report structure and	Within 10 days of agreement execution	\$2,995
Kick-off Meeting & Production Schedule			
Ongoing Project Management & Coordination			
TASK 2: Art Direction & Template Development	CONTRACTOR shall send out a questionnaire regarding MCHD staff's visual preferences and meet with staff to review.	<ul style="list-style-type: none"> • Questionnaire to be sent 2 working days after Kickoff Meeting. • Visual preferences meeting to happen upon MCHD staff completion of questionnaire. 	\$2,995
Questionnaire			
Preliminary Template	CONTRACTOR shall draft a preliminary template of the report for MCHD staff's input and approval.	<ul style="list-style-type: none"> • Template to be completed by CONTRACTOR within one week following questionnaire meeting and delivered to MCHD staff. • MCHD to review and provide feedback on template to be incorporated into full draft. 	
TASK 3: Prepare Full Draft	CONTRACTOR shall use the approved template and create a draft of the full document to share with MCHD staff for review. CONTRACTOR to meet with staff to review.	<ul style="list-style-type: none"> • CONTRACTOR to prepare full draft within two weeks following approval to proceed on template by MCHD staff. • CONTRACTOR to meet with MCHD staff and MCHD staff will provide input following the meeting. 	\$6,230
Full Draft Document			
TASK 4: Revise & Finalize Report	CONTRACTOR shall incorporate comments on previous draft to produce the final document. CONTRACTOR to meet with staff to review.	<ul style="list-style-type: none"> • CONTRACTOR to prepare and deliver final draft within 1 week following receipt of final resolved comments from MCHD staff. 	\$7,280
Final Document			
TASK 5: Product & Data Transfer	CONTRACTOR shall provide document data files to COUNTY via email or as requested.	<ul style="list-style-type: none"> • CONTRACTOR to provide PDF versions of document, exported word version converted from PDF, and all final working files to COUNTY within 2 working days of final document approval by MCHD staff. 	\$480
Provide PDF versions of Final Document			
Provide Exported Word Version of Final Document			
TASK 6: Press Release and Graphic	CONTRACTOR shall draft text for an email press release of the plan and review the Final plan text.	<ul style="list-style-type: none"> • Press release text to begin at MCHD staff discretion after finalized report is produced and to be completed within one week of assignment. 	\$1,960
Press Release Text			
Press Release Header Graphic	CONTRACTOR shall create a header graphic for an email press release of the plan.	<ul style="list-style-type: none"> • CONTRACTOR to provide press release header graphic within 4 working days of press release text completion. 	
Subtotal			\$21,940
Offices Expenses (3%)			\$508
GRAND TOTAL (Tasks 1-6)			\$22,448

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, 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 - PEP
 Miriam Mendoza-Hernandez
 1270 Natividad Road
 Salinas, CA 93906

Raimi + Associates, Inc.
 Exhibit B-4
 Amendment No. 4
 Term: 04/25/23 – 03/31/2026
 NTE: \$173,415

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: HernandezMY@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.

Raimi + Associates, Inc.
Exhibit B-4
Amendment No. 4
Term: 04/25/23 – 03/31/2026
NTE: \$173,415

EXHIBIT C-4

**To Agreement by and between
Health Department, hereinafter referred to as “COUNTY”
AND
Raimi + Associates, Inc., hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions
(Strategic Planning Process for Hitchcock Road Animal Services)**

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. CONTRACTOR shall facilitate Strategic Planning Process for Hitchcock Road Animal Services (HRAS), in alignment with the Joint Powers Authority, as detailed in the Task Table in **Section B.1**.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$173,415** 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:

*******This Section Intentionally Left Blank*******

Raimi + Associates, Inc.
Exhibit C-4
Amendment No. 4
Term: 04/25/23 – 03/31/2026
NTE: \$173,415

TASK	DELIVERABLE	TIMELINE	COST
TASK 1: Project Management > Kick-off Meeting & Production Schedule. > Establish up to 8 additional project check-in meetings. > Schedule regular check-in meetings. > Discuss additional relevant documents to review for the project. > The HRAS Board of Directors will serve as the Strategic Planning Team. > Ongoing Project Management & Coordination	CONTRACTOR shall organize a Kick-off meeting with HRAS staff to understand report structure and project schedule. CONTRACTOR shall provide final scope of work and timeline, agendas, and summarized action items.	Within 10 days of agreement execution October - June 2025	\$6,400
TASK 2: Conduct Environmental Scan Rapid Environmental Scan	CONTRACTOR shall provide brief summary of key takeaways in a slide deck.	• January 2025 through March 2025	\$9,090
CONTRACTOR to work closely with HRAS' team/staff members to conduct a rapid environmental scan that includes identifying and reviewing key documents (e.g., Bylaws of HRAS, etc.), conducting up to 6 stakeholder interviews with the following stakeholders: 1) HRAS core leadership team (n=5); 2) Advisory Committee Members (n=8); 3) Selected staff (e.g., 3 HRAS staff supervisors select 2-3 people from each area); 4) Member jurisdictions and agencies (n=5); 5) Non-member jurisdiction and agencies (n=6); 6) Animal serving organizations in MOnterey (n=TBD; those HRAS works with on a regular basis or not). CONTRACTOR to conduct up to 2 focus groups with the following groups: 1) Volunteers; and 2) Community members. CONTRACTOR to prepare a brief summary of key takeaways on a slide deck. The focus of the environmental scan will be to understand HRAS' internal strengths and weaknesses, the external opportunities and threats/challenges, and to provide information for the Strategic Planning Team to consider as part of their SWOT analysis. CONTRACTOR'S virtual interviews and focus groups will take up to 1 hour each and will explore topics related to HRAS' internal strengths and weaknesses; external opportunities and threats/challenges.			
TASK 3: Strategic Planning Meetings Plan and facilitate 5 virtual Strategic Planning Team Meetings	CONTRACTOR to conduct all strategic planning meetings virtually.	• November 2024 - July 2025	\$23,880
Meeting #1 - Strategic Planning Team Meeting	CONTRACTOR to provide meeting agenda, and meeting highlights.	• November 2024 CONTRACTOR to review the timeline and scope of the planning process and engage the strategic planning team in a SWOT conversation focusing on identifying internal strengths and weaknesses, and external opportunities and threats/challenges. The group will also begin to identify priorities for the strategic plan. Finally, we will confirm additional key data that will be reviewed for the rapid environmental scan (Task #2).	
Meeting #2 - Strategic Planning Team Meeting	CONTRACTOR to prepare Meeting agenda and meeting highlights; criteria for prioritizing goals, strategies and outcomes; draft goals and strategies; draft outline of the HRAS Strategic Plan.	• February/March 2025 CONTRACTOR will review key takeaways from the rapid environmental scan (Task #2) with the aim of 1) continuing to build on what is already in place (and working effectively) at Animal Services, and 2) identifying considerations, challenges, and gaps that should be considered during the strategic planning process. The group will discuss criteria for prioritizing 3-5 goals, corresponding strategies, and outcomes. We will also review and prioritize draft goals and strategies. We will also present a draft outline of the strategic plan.	
Meeting #3 - Strategic Planning Team Meeting	CONTRACTOR to prepare Meeting agenda and meeting highlights; Draft goals, strategies and outcomes.	• March/April 2025 Based on the input gathered to date, the CONTRACTOR will review updated draft goals, strategies, and outcomes. CONTRACTOR will gather feedback and update the final strategic plan.	
Meeting #4 - Strategic Planning Team Meeting	CONTRACTOR to provide HRAS Strategic Plan for final review; meeting agenda and meeting highlights.	• May 2025 In this final strategic planning, CONTRACTOR will review the final 3-5-year HRAS strategic plan, confirm any final edits, and approve the plan.	
TASK 4: Finalize HRAS's Strategic Plan Final Document	CONTRACTOR to draft and Finalize HRAS Strategic Plan.	• May-June 2025 Once the elements of the strategic plan are finalized in Strategic Planning Meeting #3, CONTRACTOR will draft the Strategic Plan and distribute it to the Strategic Planning Team for final review and edits. CONTRACTOR will ask HRAS team/staff to coordinate 1 round of edits. CONTRACTOR will review the updated strategic plan in Meeting #4, make final edits if necessary, and approve the Strategic Plan. The final Strategic Plan will be compelling and visually dynamic (using visualization techniques to present information) and will include a brief introduction, a brief overview of the three to five goals, key strategies for each of the goals, timeline, and selected metrics for tracking progress over time.	\$13,360
Subtotal			\$52,730
Offices Expenses (3%)	General Office Expenses		\$2,401
GRAND TOTAL (Tasks 1-4)			\$55,131

Raimi + Associates, Inc.
 Exhibit C-4
 Amendment No. 4
 Term: 04/25/23 – 03/31/2026
 NTE: \$173,415

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, payment after completion of each major part of the AGREEMENT, payment at conclusion of the Agreement, etc.

Invoices shall be emailed directly to: 296-FinanceAS@countyofmonterey.gov
Cc: burnhamc1@countyofmonterey.gov

Invoices may be mailed to: Monterey County Health Department
Attn: Accounts Payable/ENVIRONMENTAL (HRAS)
Karla Tinajero
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.

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.

Raimi + Associates, Inc.
Exhibit C-4
Amendment No. 4
Term: 04/25/23 – 03/31/2026
NTE: \$173,415

AMENDMENT NO. 5 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT NO. 5 is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc., hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT No. A-16238 to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of \$67,671; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by \$28,165 due to the extended term, for a total AGREEMENT amount not to exceed \$95,836; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to add Exhibit B-2, Graphic Design Services, and increase the total amount of the AGREEMENT by \$17,448 due to the additional services, for a total AGREEMENT amount not to exceed \$113,284; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 3 to add Exhibit C-3, Strategic Planning Process for Hitchcock Road Animal Services, and increase the total amount of the AGREEMENT by \$55,131 due to the additional services, for a total AGREEMENT amount not to exceed \$168,415; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 4 to replace Exhibit C with Exhibit C-4, Strategic Planning Process for Hitchcock Road Animal Services, replace Exhibit B with Exhibit B-4, Graphic Design Services, and increase the total amount of the AGREEMENT by \$5,000 for additional services, for a new Total Agreement amount not to exceed \$173,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 2026; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add EXHIBIT D, Focus Group Facilitator Services for Youth Violence Prevention Program, CalVIP Cohort #4, and increase the total amount of the AGREEMENT by \$30,000 for additional Focus Group Facilitator services, for a new Total Agreement amount not to exceed \$203,415, with no change to the term of the Agreement; April 25, 2023 through March 31, 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

Raimi + Associates, Inc.
Amendment No. 5
Term: 04/25/2023 – 03/31/2026
NTE: \$203,415

of \$173,415”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$203,415”.

2. **EXHIBIT D-5, “Focus Group Facilitator Services for Youth Violence Prevention Program, CalVIP Cohort #4”**. All references in Agreement to EXHIBIT D shall be construed to refer to EXHIBIT D-5.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 5 and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT No. 5 shall be attached to the original AGREEMENT executed by the County on May 1, 2023.
5. This AMENDMENT No. 5 shall be effective upon execution.

******* Signature Page to Follow *******

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 5 on the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR – **Raimi + Associates, Inc.**

Contracts/Purchasing Officer

DocuSigned by:
By: Matthew D. Raimi

Signature of Chair, President, or Vice-President

Dated: _____

Matthew D. Raimi President and CEO

Printed Name and Title

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz Patricia Ruiz

Deputy Auditor/Controller
Auditor Controller Analyst I
Dated: 9/19/2025 | 8:29 AM PDT

Dated: 9/16/2025 | 11:16 AM PDT

Approved as to Liability Provisions:

Risk Management
Dated: _____

DocuSigned by:
By: Kym Dorman

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Kym Dorman COO

Printed Name and Title

Dated: 9/12/2025 | 3:25 PM PDT

Approved as to Form:

DocuSigned by:
Stacy Saetta Stacy Saetta

Deputy County Counsel
Chief Deputy County Counsel
Dated: 9/18/2025 | 7:45 AM PDT

Director of Health Services
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.

Raimi + Associates, Inc.
Amendment No. 5
Term: 04/25/2023 – 03/31/2026
NTE: \$203,415

EXHIBIT D-5

**To Agreement by and between
Health Department, hereinafter referred to as “COUNTY”
AND
Raimi + Associates, Inc., hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions
(Focus Group Facilitator Services
for Youth Violence Prevention Program, CALVIP Cohort #4).**

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. CONTRACTOR shall facilitate focus group services for the Youth Violence Prevention program, as detailed in the Task Table in **Section B.1**.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$30,000** 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. CONTRACTOR shall facilitate focus group services for the Youth Violence Prevention program, as detailed in the Task Table in **Section B.1** below.

*******This Section Intentionally Left Blank*******

Raimi + Associates, Inc.
Exhibit D-5
Amendment No. 5
Term: 04/25/23 – 03/31/2026
NTE: \$203,415

Table 1: Raimi + Associates Focus Group Facilitator Services for Youth Violence Prevention Program, CALVIP Cohort #4

Task	Deliverable	Timeline	Cost
Task 1: Focus Group facilitator CALVIP Cohort 4 at program partner site (Partners for Peace)	Contractor to plan, conduct, take notes for Partners for Peace up to 9 focus groups (3 focus groups per program; in English and Spanish).	September 1, 2025, to November 15, 2025.	\$14,435
Task 2: Focus Group facilitator CALVIP Cohort 4 at program partner site (Rancho Cielo)	Contractor to plan, conduct, and take notes for Rancho Cielo up to 3 focus groups (3 focus groups in English only)	September 1, 2025, to November 15, 2025.	\$3,960
Task 3: Project Management	Contractor to plan and facilitate kick off meeting, client updates, and gift card distribution to participants). Contractor to submit findings including notes, summary reports, original transcripts, and recordings to County of Monterey Health Department CALVIP Cohort #4 evaluator.	September 1, 2025, to November 15, 2025.	\$4,915
<p>CONTRACTOR to work closely with CALVIP Cohort #4 lead program evaluator at County of Monterey Health Department to conduct focus groups at two program partner sites. Tasks include planning, conducting and taking notes for up to 12 focus groups and 2 CALVIP Cohort #4 program partner sites. CONTRACTOR to conduct up to 12 focus groups with the following groups: 1) Partners for Peace, 2) Rancho Cielo, 3) Natividad Medical Foundation, 4) Salinas Police Department, and 5) Community members. CONTRACTOR's virtual focus groups will take up to 90 minutes each and will explore topics related to youth violence prevention and program partners internal strengths and weaknesses; external opportunities and threats/challenges. CONTRACTOR to provide translation services for focus groups conducted in Spanish. CONTRACTOR to translate all Spanish language transcripts into English. CONTRACTOR to prepare a summary of key takeaways in a report in English. The focus of the report will be to understand the program's internal strengths and weakness in addressing youth violence, the external opportunities and threats/challenges, and to provide information for the CALVIP Cohort #4 team to consider as part of their program evaluation efforts. CONTRACTOR to submit all record, in English and Spanish, including transcripts, recordings, notes, and summary reports to County of Monterey Health Department. CONTRACTOR shall abide by standard data use agreement, which includes protecting participant privacy and record keeping criteria.</p>			
Subtotal			\$23,310
Additional Expenses	Incentives (\$35 gift card for up to 168 participants:14 participants/group x 12 groups)		\$5,880
Office & General Expenses	General Office Expenses (3% of Raimi + Associates labor cost)		\$810
Grand total of Tasks 1-3			\$30,000

There shall be no travel reimbursement allowed during this Agreement.

Raimi + Associates, Inc.
 Exhibit D-5
 Amendment No. 5
 Term: 04/25/23 – 03/31/2026
 NTE: \$203,415

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the Agreement, etc.

Invoices shall be emailed directly to: HDADMINFinance@countyofmonterey.gov

Cc: seepersadr@countyofmonterey.gov

Cc: larav@countyofmonterey.gov

Invoices may be mailed to:

Monterey County Health Department
Attn: Accounts Payable/ADMINISTRATION
Karla Tinajero
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.

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.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MONTEREY, ON BEHALF OF THE
COUNTY OF MONTEREY HEALTH DEPARTMENT,
BEHAVIORAL HEALTH BUREAU
AND
[INSERT NAME] SCHOOL DISTRICT**

This Memorandum of Understanding (hereafter referred to as “MOU”) is made and entered into by and between the County of Monterey, on behalf of the County of Monterey Health Department, Behavioral Health Bureau (hereinafter referred to as “County”) and the **[Insert Name] School District** (hereinafter referred to as “District” or “School District”), together referred to as “Parties” and singularly as “Party”.

RECITALS:

WHEREAS, the School District is the recipient of Local Control Funding Formula (LCFF) funds due to changes in the FY 2013–14 State budget package which replaced the previous K–12 finance system with the new LCFF;

WHEREAS, the School District is required to develop a Local Control and Accountability Plan (LCAP) and has identified in that plan the need to provide therapeutic services to students who require such services;

WHEREAS, the County provides behavioral health services through the Health Department’s Behavioral Health Bureau and to the extent that annual funding allows, is committed to assisting schools in Monterey County with the provision of therapeutic services to students who require them;

WHEREAS, the School District has requested assistance from the County for the provision of therapeutic services to enrolled students; and

NOW THEREFORE, this MOU is created for the purpose of setting forth the terms and conditions under which the County and the District will collaborate to ensure the provision of therapeutic services to the students of the district.

1. Term of MOU

This MOU shall be in full force commencing **[Insert start date]** and ending **[Insert end date]**, unless terminated or amended pursuant to this MOU.

2. Exhibits

The following attached exhibits are incorporated herein by reference and constitute as a part of this Memorandum of Understanding:

- EXHIBIT A: PROGRAM DESCRIPTION
- EXHIBIT B: PAYMENT PROVISIONS
- EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION CERTIFICATION
(executed by County and District)
- EXHIBIT D: COUNTY INSURANCE
- EXHIBIT E: SCHOOL DISTRICT INSURANCE
- EXHIBIT F: YOUTH SCREENING TOOL

3. Screening

The Parties shall comply with applicable laws, regulations, and District policies related to criminal records checks, fingerprinting, and tuberculosis screenings.

4. Maintenance and Confidentiality of Patient Information

a. The County shall maintain clinical records for each recipient of service in compliance with all state and federal requirements and Exhibit C. Such records shall include a description of all services provided by the County in sufficient detail to make possible all evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. The County shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven years.

b. The County and District shall comply with the confidentiality requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

5. Modification

This MOU may be modified only by an instrument in writing signed by the County and the District.

6. Termination

a. Termination Without Cause. Either Party may cancel this MOU at any time upon thirty (30) calendar days of written notice.

b. Termination With Cause. Either Party may terminate this Agreement upon the material breach of this Agreement by the other Party by giving the other Party fifteen (15) days' prior written notice of such breach. If such breach is not cured by the breaching Party within fifteen (15) days of receipt of this notice, this Agreement shall terminate at the end of such fifteen (15) day period.

7. Assignment

This MOU may not be assigned without the prior written consent of the Parties.

8. General Provisions

- a. All work described herein shall be performed in accordance with applicable Federal, State and local laws and regulations.
- b. Non-discrimination. During the performance of this Agreement, the Parties shall not unlawfully discriminate against any person because of race, religion, color, sex, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), or sexual orientation, either in the Parties' employment practices or in the furnishing of services to recipients. The Parties shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, School District's facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- c. Third Party Rights. Nothing in this MOU shall be construed to give any rights, benefits, or obligations to anyone other than School District and the County.
- d. Independent Contractor. The County shall act as an independent contractor in the performance of the duties hereunder, and no officer, employee or agent of the County under this MOU shall be deemed to be an officer, employee or agent of the District in carrying out the duties of this MOU. Nothing in this MOU shall create any of the rights, powers, privileges or immunities of an employee of the District.
- e. The County's obligations with regard to any personnel it retains, employs, or contracts with shall include paying all federal and state withholding taxes applicable to employees and complying with federal and state wage-hour obligations (including overtime), workers' compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs.

9. Mutual Indemnification

- a. The District 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 rising out of, or in connection with, performance of this MOU by The District and/or its agents, employees or Collaborators, 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 MOU to provide the broadest possible coverage for the County. The District shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which The District is obligated to indemnify, defend and hold harmless the County under this MOU.
- b. County shall indemnify, defend, and hold harmless the District, its officers, agent

and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by the County and/or its agents, employees or Collaborators, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the District. It is the intent of the Parties to this MOU to provide the broadest possible coverage for the District. The County shall reimburse the District 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 District under this MOU.

10. Limitation of Liability

Each Party's total liability to the other arising under this MOU, if any, is limited to an amount not to exceed either the per occurrence limit or the aggregate limit of the County or School District's required insurance coverage, as stated within Exhibit D and Exhibit E, respectively, copies of which are attached hereto and incorporated herein by this reference.

11. Insurance

a. County Insurance. The County shall secure and maintain the insurance coverage or self-insurance described in Exhibit D.

b. School District Insurance. School District shall secure and maintain the insurance coverage or self-insurance described in Exhibit E, a copy of which is attached hereto and incorporated herein by this reference.

12. Cultural Competency and Linguistic Accessibility

a. The County shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by the Department of Health Care Service's regulations and policies and other applicable laws. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable County Therapists to work effectively in providing contractual services under this MOU in cross-cultural situations. Specifically, the County's provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

b. The District shall provide linguistically accessible services to assure access to services by all eligible individuals as required by Department of Health Care Service's regulations and policies and other applicable laws. Specifically, the District shall provide services to eligible individuals in their primary language through linguistically proficient District staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

c. For the purposes of this section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes, provides the opportunity for and facilitates their use.

13. 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 School District, to:	If to the County, to:
[Insert Name] School District	County of Monterey Health Department
[Insert Street]	1270 Natividad Road
[Insert City], CA [Insert Zip]	Salinas, CA 93906
Attn: [Insert Superintendent]	Attn: Elsa M. Jimenez,
[Insert Title]	Director of Health Services
Tel: [Insert Telephone]	Tel: 831-755-4743
Fax: [Insert Fax]	Fax: 831-755-4797

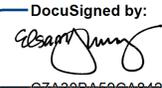
This MOU constitutes the entire MOU between the parties and supersedes all previous communications, representations or MOUs regarding this subject, whether written, or oral, between the parties.

Consent to the terms of this MOU is indicated by the authorized signatures affixed and dated below.

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

COUNTY OF MONTEREY

[INSERT NAME] SCHOOL DISTRICT

By: 
Elsa M. Jimenez, Director of Health Services

By: _____
(Signature of Superintendent)

Dated: 5/21/2025 | 4:28 PM PDT

Printed Name and Title

Dated: _____

Approved as to Form¹

By: 
Office of County Counsel

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

Approved as to Fiscal Provisions²

By: 
Auditor/Controller

Printed Name and Title

Dated: _____

Dated: 4/17/2025 | 9:01 AM PDT

Approved as to Risk Management³

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 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 necessary only if changes are made in Sections 9, 10, or 11

EXHIBIT A: PROGRAM DESCRIPTION

PROGRAM 1: GENERAL EDUCATION

1. Services and Responsibilities of the County

a. The County will arrange for the provision of behavioral health services (“Therapeutic Services”) for students in School District. Therapeutic Services shall include, individual therapy, family therapy, parent/guardian and school personnel consultation, treatment planning, coordination with county psychiatric services, crisis intervention, and teletherapy in coordination with the student’s parent/guardian. Therapeutic Services shall also include intensive in-home behavioral intervention and support where indicated. The County shall maintain the mental health records and all required documents relating to any Therapeutic Services provided by County Therapists to all students pursuant to this MOU.

b. The County shall be solely responsible for managing, monitoring, and overseeing County Therapists in the provision of Therapeutic Services at the District. Responsibility of the conduct of County Therapists shall remain solely with the County. County shall designate a County Unit Supervisor to provide ongoing clinical supervision for the County Therapists providing Therapeutic Services to ensure that support, guidance and consultation is available as needed. In addition to office-based supervision, County agrees to provide onsite clinical supervision at least once every two months within the school district to ensure appropriate administrative and clinical oversight of services provided.

Each County Therapist’s direct supervisor shall be a County Unit Supervisor who reports directly to the County Behavioral Health Services Manager. The Unit Supervisor’s duties include, but are not limited to:

- Provide clinical supervision and conduct performance evaluations of County Therapists.
- Coordinate and assign MCBH referrals.
- Oversee scheduled work hours of County Therapist.
- Serve as primary contact regarding any concerns or issues related to County Therapist attendance and/or service provision.
- Ensure coverage of services and supports in the event of County Therapist unplanned absence and communicate staffing plan to district and site administration.
- Work with district administration to make any adjustments to the scheduling of work hours due to the District’s school calendar year as needed.
- Attend student-related meetings when invited to provide administrative support or support the County Therapist as needed.
- Provide prereferral consultation to school staff where needed to support referral triage and determine level of need and mental health intervention.

c. Each County Therapist shall comply with all County and State certification and licensing requirements. The County ensures that the County Therapists shall deliver services within their scope of licensure and practice and will perform the scope of activities and

services required to meet students' behavioral health needs. The County Therapists shall be employees of the County, and the County shall pay all salaries and expenses owed to the County Therapists related to the County Therapists' services for the District pursuant to this MOU.

d. The County will manage and monitor the status of Therapeutic Services provided in the District and will report data required by the District on a quarterly basis in accordance with the Confidentiality of Patient Information Certification included as Exhibit C to this MOU.

e. The County will provide office furniture, supplies, IT equipment, and IT support to appropriately equip County Therapists with the furniture, supplies, equipment, and support necessary for County business. Furniture, supplies, and equipment will be owned and maintained by the County. The County will provide and service the IT needs of the County Therapists assigned to work in the District. In the event of termination of services, the County will retrieve all county-owned furniture, supplies and equipment.

f. The County shall designate a Behavioral Health Services Manager or designee to be the point of contact for the District responsible for all issues associated with the services to be provided by the County as described in this MOU.

g. The County agrees to meet monthly with the District Director of Student Services or designee beginning the first month services begin to ensure appropriate, efficient and effective implementation of the services rendered by County Therapists.

h. If either Party is ever audited, the other Party will provide assistance as may be helpful or necessary.

2. Services and Responsibilities of the District

a. School District shall submit referral forms that are complete and include all requested information, including the Youth Screening Tool for Medi-Cal Mental Health Services (see Exhibit F) with a rating of 6 or higher indicating the need for a specialty mental health assessment.

b. The District agrees to provide a confidential and private office and/or meeting space that is conducive to the therapeutic process, with electricity, appropriate lighting, and any equipment necessary (other than the equipment provided by County in Section 1(f) of this MOU) for the provision of Therapeutic Services. Any issues with access to confidential and private office and/or meeting space at a school site shall be addressed and resolved by the District Director of Student Services in collaboration with County Behavioral Health Services Manager. In the event of termination of services, the County will retrieve all County-owned equipment, furniture, and supplies from the County Therapist's assigned office space.

c. The District agrees to collaborate with the County Unit Supervisor on the staffing plan for the students served and ensure that the District Director of Student Services maintains regular communication with the school sites regarding any issues or concerns that arise when changes to County Therapist assignments are made due to unplanned leave or staff vacancies.

d. The District will assign a District Director of Student Services or designee to serve as the point of contact for the County Behavioral Health Services Manager for any issues or concerns that arise regarding delivery of services by the County Therapists associated with this MOU.

e. The District agrees to assign a District Director of Student Services to meet on a monthly basis beginning the first month when services begin on an agreed upon recurring basis and as needed with the County Unit Supervisor assigned to work in the District to ensure appropriate, efficient and effective implementation of the services rendered by County Therapist(s).

**PROGRAM 2:
INTERCONNECTED SYSTEMS FRAMEWORK**

Background

In 2021 the COUNTY was awarded a Mental Health Student Services Act (MHSSA) grant through the Mental Health Services Oversight and Accountability Commission (MHSOAC) to provide mental health support services in Monterey County public schools. In 2024, OAC extended the grant term for an additional year, for a total of a five year term.

County allocated MHSSA grant funds to expand clinical services and to train school staff on the Interconnected Systems Framework (ISF) methodology and Positive Behavior Interventions and Supports (PBIS). PBIS is defined as a systems approach for establishing the social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors. The ISF aims to build upon the limitations of Positive Behavioral Interventions and Supports and School Mental Health to integrate both systems into one comprehensive model that can be implemented in a multi-tier framework. When implemented with fidelity, the ISF increases collaboration, efficiency and communication between the education and mental health systems.

Grant funds have been utilized to develop infrastructure for mental health systems at participating school sites and districts through the ISF and to strengthen the capacity of school personnel in recognizing and addressing behavioral health concerns in students. Work focused on targeted technical assistance, including meetings with school administration and leadership team, district administrator meetings focused on organizational changes, and personnel support such as clarity of roles and functions. Grant funds were additionally used to support the provision of parenting classes and suicide prevention and intervention for educators and parents at participating school sites.

During this year, County and CONTRACTOR shall work together to support the evaluation of the long-term impacts of work conducted during the previous grant years. County shall additionally continue to provide access to parenting classes and suicide prevention and intervention courses to participating schools.

1. Services and Responsibilities of the County

- a. Provide evaluation of the long-term impacts of the ISF implementation work completed in previous years at grant-involved school sites and districts. This work included targeted technical assistance, district administrator meetings, and personnel support. Evaluation shall occur by assessing involved schools and districts based on specific questions and metrics, including Tiered Fidelity Inventory (TFI) Scores and Reports, discipline rates, suicide risk assessments, behavioral threat assessments, Team Initiated Problem Solving (TIPS) fidelity and self-reflection, and self-perception data.
- b. Provide professional learning and capacity building for involved school sites and districts on advanced tier training, support in the development of positive classroom systems design, opportunities focused on Team Initiated Problem Solving (TIPS), and suicide assessment, intervention, and postvention.
- c. Provide opportunities for parents and caregivers of students at participating school sites to receive education around a variety of parenting and student support related topics, including culturally grounded parenting courses, courses around improving family functioning, and information sessions around suicide prevention and intervention tailored to parents and caregivers.

2. Services and Responsibilities of the District

- a. Engage with and support County's assessment of long-term impacts of the ISF implementation work and related services. This will be done by:
 - i. Providing data in areas of assessment, including Tiered Fidelity Inventory (TFI) Scores and Reports, discipline rates, suicide risk assessments, behavioral threat assessments, Team Initiated Problem Solving (TIPS) fidelity and self-reflection, and self-perception data.
 - ii. Meeting with County and any supporting the assessment work to discuss data requests, results from evaluation, next steps and recommendations, and other evaluation-related areas as needed.
 - iii. Where applicable, ensure administration and completion of relevant assessment tools as requested by County.
 - iv. Where applicable, enter student data into SWIS or other School Information System used to track suspension, truancy and mental health referrals and provide to County as requested to support in assessment and evaluation efforts.
- b. Support staff and administrators to attend training opportunities made available through MCBH and MCOE.
- c. Support outreach efforts to parents and caregivers of students at participating school sites about parenting class opportunities and suicide prevention and intervention courses on topics appropriate for the population.

PROGRAM 3: OUT OF SCHOOL YOUTH (OSY) MENTAL HEALTH SUPPORT

1. Services and Responsibilities of the County

a. The County will arrange for the provision of mental health screening and case management supports for students in the District's Migrant Education Out of School Youth (OSY) program. Mental health supports shall include wellness check-ins for students, mental health screening and case management to provide linkage to community resources when a need for mental health treatment is indicated.

b. The County shall be solely responsible for managing, monitoring, and overseeing County Therapist in the provision of mental health supports provided to students in the OSY program. Responsibility of the conduct of County Therapist(s) shall remain solely with the County. County shall designate a County Unit Supervisor to provide ongoing supervision for the County Therapist(s) providing mental health supports to ensure that guidance and consultation is available as needed. In addition to office-based supervision, County agrees to provide onsite supervision at least at least once every two months to ensure appropriate oversight.

- Provide clinical supervision and conduct performance evaluations of County Therapist(s).
- Coordinate and assign MCBH referrals.
- Oversee scheduled work hours of County Therapist(s).
- Serve as primary contact regarding any concerns or issues related to County Therapist attendance and/or service provision.
- Ensure coverage of services and supports in the event of County Therapist unplanned absence and communicate staffing plan to district and site administration.
- Work with the district administration to make any needed adjustments to the scheduling of work hours due to the District's school calendar year.
- Attend student-related meetings when invited to provide administrative support as needed.
- Provide prereferral consultation to school staff where needed to support referral triage and determine level of need and mental health intervention.

c. The County ensures that the County Therapists supporting the OSY program shall deliver services within their scope of practice and will perform the scope of activities and services required to fulfill the mental health support needed by the students in the OSY Program.

d. The County will manage and monitor the status of mental health supports provided in the District and will report data required by the OSY program, which conforms to the Confidentiality of Patient Information Certification included as Exhibit C to this MOU.

e. The County will provide office furniture, supplies, IT equipment and IT support to appropriately equip County Therapist(s) with the furniture, supplies, equipment, and support necessary for County business. Furniture, supplies, and equipment will be owned and maintained by the County. The County will provide and service the IT needs of the County Therapist(s) assigned to work in the District. In the event of termination of services, the County will retrieve all county-owned furniture, supplies, and equipment.

f. The County shall designate a Behavioral Health Services Manager or designee who will oversee and be the point of contact for the OSY program for all issues associated with the supports to be provided by the County as described in this MOU.

g. The County agrees to meet monthly with the District Student Services Manager or designee beginning the first month when services begin to ensure appropriate, efficient and effective implementation of the services rendered by County Therapist(s).

h. If either Party is ever audited, the other Party will provide assistance as may be helpful or necessary.

i. The County agrees to track support contacts with students in the OSY program and provide quarterly reports to the district to assess and monitor existing and emerging mental health needs as identified by the County Therapist(s).

2. Services and Responsibilities of the District

a. The District agrees to provide a confidential and private office and/or meeting space with electricity, appropriate lighting, at a reasonable temperature, and any equipment necessary (other than the equipment provided by County in Section 1(e) of this MOU) for the implementation of mental health supports provided by County Therapist(s). Any issues with access to confidential and private office and/or meeting space at a school site shall be addressed and resolved by the District Student Services Manager in collaboration with County Behavioral Health Services Manager. In the event of termination of services, the County will retrieve all County-owned equipment, furniture, and supplies from the County Therapist's assigned office space.

b. The District agrees to collaborate with the County Unit Supervisor on the staffing plan for the students served and to ensure that the District Student Services Manager maintains regular communication with the school sites regarding any changes to County Therapist assignments.

c. The District will assign a District Student Services Manager or designee to serve as the point of contact for the County Behavioral Health Services Manager for any issues or concerns that arise regarding delivery of services by the County Therapists associated with this MOU. All concerns shall be addressed at the school site level and the School District Director of Student Services or designee will remain involved through problem resolution process.

d. The District agrees to assign a Student Services Manager to meet on a monthly basis beginning the first month of school on an agreed upon recurring basis and as needed with the County Service Manager or designee and/or the County Unit Supervisor assigned to work in the District to ensure appropriate, efficient and effective implementation of the services rendered by County Therapist(s).

EXHIBIT B: PAYMENT PROVISIONS

1. Subject to the limitations set forth herein, School District shall pay County, in arrears, the total maximum amount not to exceed **[\$ Insert Total Maximum Annual Amount]** for the provision of County’s services during the term of this Agreement and in accordance with the following schedule:

Program	Term	Total Maximum Annual Amount
Program 1: General Education		
Program 2: Interconnected Systems Framework		
Program 3: OSY Mental Health Support		
Total Maximum Amount		

2. Invoice:

a. Program 1: General Education

County - To offset the cost of services to the School District, County agrees to seek Medi-Cal reimbursement for Therapeutic Services provided pursuant to this MOU for all Medi-Cal eligible beneficiaries served. The County shall invoice School District one-fourth (1/4th) of the total annual estimated non-Federal Financial Participation (FFP) portion of the costs for the provision of Therapeutic services since County is reimbursed FFP directly by the Department of Health Care Services. The total invoice amount shall not exceed the total maximum MOU amount identified in Section a. above. The County shall prepare a quarterly invoice based on actual costs and estimated revenues.

District - The District agrees to pay the County for the non-FFP reimbursable portion of the total costs to provide Therapeutic Services, up to the total maximum amount outlined in Exhibit B: Payment Provisions, of this MOU.

b. Program 2: Inter-Connected Systems Framework

There is no fiscal exchange between School District and County. School District is responsible for complying with COUNTY-requested data and ongoing assessment of previous grant-funded activities outlined under Program 2: Interconnected Systems Framework: Services and Responsibilities of the District. It is mutually agreed that if there is a reduction in grant funds to the County for program services, neither party shall be obligated to perform any provisions of this program from date of notification. County, in its sole and absolute discretion after consultation with the School District, may elect to terminate this program by giving written notice of program termination to School District effective immediately or on such other date as County specifies in the notice.

c. Program 3: OSY Mental Health Support

The County shall prepare a quarterly invoice. The District agrees to pay the County up to the total maximum amount outlined above.

3. The County shall prepare a quarterly invoice based on actual costs and estimated revenues and will submit its invoice for the requested amount within thirty (30) days after the end of each quarter along with such other information pertinent to the invoice. Invoices shall be submitted to the School District at the following address:

**[Insert Name] School District [Insert Street]
[Insert City], CA [Insert Zip]**

School District shall pay the County's invoice in the requested amount within 30 days of receiving the County's invoice.

4. If for any reason this MOU is terminated, the School District's maximum liability shall be the total utilization to the date of termination not to exceed the maximum amount listed above.
5. As an exception to Section 4. above with respect to the Survival of Obligations after Termination, School District shall continue to remain obligated under this MOU with regard to payment for services required to be rendered after termination.

EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION CERTIFICATION

Confidentiality of Patient Information and Records. All Patient Information is confidential. The Parties shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all applicable state and federal law relating to confidentiality of patient records and patient information, including but not limited to: 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”), the Breach Notification Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and D (the “Breach Notification 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”); the federal Confidentiality of Alcohol and Drug Abuse Patient Records under 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2 (the “Part 2 Regulations”); the Lanterman-Petris-Short Act (“LPS”), California Welfare and Institutions Code sections 5328, *et seq.*; California substance abuse laws at California Health & Safety Code sections 11812 and 11845.5; Medi-Cal laws at 45 C.F.R. § 205.50, 42 C.F.R. § 431.300 *et seq.*; the Confidentiality of Medical Information Act (“CMIA”), California Civil Code sections 56.00 *et seq.*; California laws governing HIV/AIDS records at California Health & Safety Code § 120975; and California Civil Code Section 1798.29

“Patient Information “includes any individually identifying information related to a patient/recipient of behavioral health services, including, but not limited to, name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “Patient Information “includes all health information the Parties have obtained about a patient/recipient of services, including the mere fact that patient is receiving alcohol or drug treatment from the County or has been referred to an alcohol or drug treatment program by the County, whether or not a documentary record of such information exists.

Ownership of Data. All Patient Information created or received by the County in connection with the provision of behavioral health services under this Agreement shall be and remain the property of the County and the County shall retain exclusive rights and ownership thereto. Such information shall be referred to henceforth as “County Data”.

Use and Disclosure of Information. In relation to the services being provided by the County pursuant to this MOU, the District may require access to County Data regarding the progress of students receiving the therapeutic services. The County shall disclose County Data to District solely as set forth below. The County may provide County Data to District pursuant to a valid authorization for such disclosure from the patient/recipient of the Services or his or her legally authorized representative, or as required by law. The County also may provide County Data that has been de-identified in accordance with 45 C.F.R. Section 164.514 to District as necessary in connection with its performance of Services under this Agreement.

District shall use County Data or Patient Information obtained from contact with patients/recipients of Services and complainants (including anonymized data) only for the purpose(s) for which use or disclosure was authorized and shall implement appropriate safeguards to maintain the Confidentiality of such information and to prevent further use or disclosure. District acknowledges that County Data regarding a patient whose records are subject to the Part 2 Regulations may not be re-disclosed to another entity without specific authorization from the patient or his/her legally authorized representative for such re-disclosure. In addition, District shall obtain the County's prior written consent to any disclosure of County Data, except as required by law. The County, through the Behavioral Health Director, shall have access to any Patient Information obtained by District in connection with its performance under this Agreement.

The Parties shall not disclose Patient Information, including the identities of patients/recipients of service, to other parties without proper authorization for such disclosure or as authorized by law.

In relation to the services being provided by County pursuant to this MOU, the County may also require access to District records and information, including but not limited to "education records" relating to the students receiving the therapeutic services ("District Data"). The County will use District Data only for the purpose of fulfilling its duties under this MOU and will not share such data (including anonymized data) with, or disclose it to, any third party without the prior written consent of the District, except as required by law and except to third party contractors retained by the County to provide services related to this MOU.

The County will provide access to District Data to its employees, subcontractors and third party contractors who need to access the data to fulfill the County obligations under this MOU. The County will ensure that employees and subcontractors who perform work under this MOU are bound to strict obligations of confidentiality no less rigorous than those set forth herein. If the County will have access to "education records" for the District's students as defined under the Family Educational Rights and Privacy Act (FERPA), the County acknowledges that for the purposes of this MOU it will be designated as a "school official" with "legitimate educational interests" in the District education records, as those terms have been defined under FERPA and its implementing regulations, and the County agrees to abide by the FERPA limitations and requirements imposed on school officials. The County shall train all of its responsible employees on how to comply with those responsibilities imposed by FERPA, through this MOU, which are applicable to the County and County's employees. The County will use the education records only for the purpose of fulfilling its duties under this MOU for District's and the students' benefit, and will not share such data with or disclose it to any third party except as provided for in this MOU, required by law, or authorized in writing by the District.

If the District receives a subpoena, warrant, or other legal order, demand, including requests pursuant to the California Public Records Act (Gov. Code, §§ 6250, *et seq.*) ("requests") or requests seeking County Data, the District may advise the requesting party that the documents are not in the District's possession and that all requests should be directed to the County. The District shall respond to any such requests seeking District Data.

Upon termination or expiration of this MOU, the County will return or securely destroy District Data as directed by the District. Transfer to the District or a third party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. In the event that the District requests destruction of District Data, the County agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which the County might have transferred District Data. The County agrees to provide certification of data destruction to the District upon request.

District shall return or securely destroy County Data as directed by the County. Transfer to the County or a third party designated by the party shall occur within a reasonable period of time, and without significant interruption in service. In the event that County requires destruction of County Data, District agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which the District may have transferred County Data. District agrees to provide certification of data destruction to County upon request.

Penalty for Unauthorized Disclosure. The Parties understand that disclosure of Patient Information in violation of law may subject the party releasing the information to civil and/or criminal fines, penalties, and damages.

Duty to Warn. The Parties understand that persons providing services under this MOU may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. The Parties shall inform all of their officers, employees, and agents providing services hereunder of these provisions.

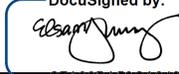
<p>SCHOOL DISTRICT</p> <p><i>By my signature below, as the authorized representative of the District, I certify acceptance and understanding for myself and the District of the above confidentiality provisions</i></p>	<p>COUNTY OF MONTEREY</p> <p><i>By my signature below, as the authorized representative of the County, I certify acceptance and understanding for myself and the County of the above confidentiality provisions.</i></p>
<p>Signature of Authorized Representative</p>	<p>DocuSigned by:  <small>CTA30BA59CA8423</small></p> <p>Signature of Authorized Representative</p>
<p>Name of Authorized Representative (printed)</p>	<p>Elsa Mendoza Jimenez</p> <p>Name of Authorized Representative (printed)</p>
<p>Title of Authorized Representative</p>	<p>Director of Health Services</p> <p>Title of Authorized Representative</p>
<p>Date: _____</p>	<p>Date: 5/21/2025 4:28 PM PDT</p>

EXHIBIT D: COUNTY INSURANCE

The County certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then the County shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. The County shall maintain insurance or self-insurance of five million dollars (\$5,000,000) per occurrence and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering the County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 1 and 2 above including sexual misconduct shall be endorsed to include the School District as a Supplemental Member with respect to this MOU for Therapeutic Services. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of the County, its officers, directors, agents, and/or employees. The County, upon execution of this MOU, shall furnish School District with Certificates of Insurance or Letter of Self-Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to School District of any modification, change or cancellation of any of the above insurance coverages.

EXHIBIT E: SCHOOL DISTRICT INSURANCE

School District certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then School District shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. School District shall maintain insurance or self-insurance with a self-insured retention of five million dollars (\$5,000,000) and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering School District's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 1 and 2 above including sexual misconduct shall be endorsed to include the County of Monterey ("County") as an additional insured. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of School District, its officers, directors, agents, and/or employees. School District, upon execution of this MOU, shall furnish the County with Certificates of Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to the County of any modification, change, or cancellation of any of the above insurance coverages.

EXHIBIT F: YOUTH SCREENING TOOL

State of California – Health and Human Services Agency

Department of Health Care Services

Youth Screening Tool for Medi-Cal Mental Health Services

The Youth Screening Tool for Medi-Cal Mental Health Services is required for use when an individual under age 21, or a person on behalf of an individual under age 21, who is not currently receiving mental health services, contacts their Medi-Cal Managed Care Plan (MCP) or county Mental Health Plan (MHP) to seek mental health services. This tool determines whether an individual should be referred to the MCP delivery system or to the MHP delivery system for a clinical assessment and ensures that individuals have timely access to the appropriate mental health delivery system. The Youth Screening Tool for Medi-Cal Mental Health Services is not required to be used when individuals contact mental health providers directly to seek mental health services.¹

Instructions:

1. There are two versions of the Youth Screening Tool for Medi-Cal Mental Health Services:
 - One version of the tool is used when a youth is responding on their own behalf: *Youth Screening Tool for Medi-Cal Mental Health Services: Youth Respondent*.
 - One version of the tool is used when a person is responding on behalf of the youth: *Youth Screening Tool for Medi-Cal Mental Health Services: Respondent on Behalf of Youth*.
2. The answer to screening question 2 determines which version of the tool is used.
3. Each scored question is a “Yes” or “No” question. Not every question is scored.
4. Each scored question has a defined number of points for the selected answer. The number of points for each question cannot be more or less than what is on the scoresheet.
5. Select/mark the number in the “Yes” or “No” column based on the response provided.
6. If the youth, or the person responding on their behalf, is unable or chooses not to answer a question, skip the question and score it as “0.”

¹ As described in APL 22-028 and BHIN 22-065, MCPs and MHPs must allow contracted mental health providers who are contacted directly by individuals seeking mental health services to begin the assessment process and provide services during the assessment period without using the Screening Tools, consistent with the No Wrong Door for Mental Health Services Policy described in [BHIN 22-011](#).

7. If a response to question 5 indicates that a child who is age 3 or younger has not seen a pediatrician in the last 6 months, or that a child/youth age 4 or older has not seen a pediatrician or primary care physician (PCP) in the last year, the screener must offer to connect them to their MCP for a pediatrician/PCP visit in addition to the mental health delivery system referral generated by the screening score.²
8. If the youth, or the person responding on their behalf, responds “Yes” to question 6, 7, or 9, they meet criteria for specialty mental health services per [BHIN 21-073](#). In these cases, the screening is not required, and the screener must offer and coordinate a referral for clinical assessment by the MHP. Referral coordination must include follow up to ensure an assessment has been made available to the individual. Please reference [BHIN 21-073](#) for additional detail on specialty mental health services criteria and definitions of key terminology.
9. If the youth, or the person responding on their behalf, responds “Yes” to question 19, 20, or 21, the screener must immediately offer and coordinate a referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. Referral coordination should include sharing the completed Youth Screening Tool for Medi-Cal Mental Health Services. The referral and subsequent clinical evaluation may or may not impact the mental health delivery system referral generated by the screening score.
10. A response of “Yes” to question 17 does not impact the screening score. If the youth, or the person responding on their behalf, responds “Yes” to question 17, the screener must offer and coordinate a referral to the county behavioral health plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score. The individual may decline this referral without impact to the mental health delivery system referral.
11. Once responses to all questions have been documented, the selected/marked numbers in the “Yes” column should be added together and that total number should be entered in the “Total Score” box.
 - a. Individuals with a total score of 0 – 5 must be referred to the MCP for a clinical assessment.
 - b. Individuals with a total score of 6 and above must be referred to the MHP for a clinical assessment.
12. Once a score has been generated, a referral must be coordinated.
 - a. If the individual's score requires referral within the same delivery system, a timely clinical assessment must be offered and provided.
 - b. If the individual's score requires referral to the other mental health delivery system (i.e., MCP to MHP or MHP to MCP), the referral must be coordinated with the other delivery system, including sharing the completed Youth Screening Tool for Medi-Cal Mental Health Services and following up to ensure a timely clinical assessment has been made available to the individual.

² Bright Futures well-child visit guidelines indicate a child age 4 and older should be seen by a pediatrician annually, and a child age 3 and under should be seen by a pediatrician every 1, 3, or 6 months depending on their age.

Youth Screening Tool for Medi-Cal Mental Health Services Youth Respondent

Name:	Date of Birth:
Age: <i>NOTE: If age 21 or older, switch to the "Adult Screening Tool for Medi-Cal Mental Health Services."</i>	
Medi-Cal Number (CIN):	
1. Is this an emergency or crisis situation? <i>NOTE: If yes, do not finish the screening and handle according to existing emergency or crisis protocols.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are you calling about yourself or about someone else? • If calling about someone else, who are you calling about and what is your relationship to them? <i>NOTE: If someone else, please switch to the "Respondent on Behalf of Youth" version of the tool.</i>	<input type="checkbox"/> Self <input type="checkbox"/> Someone else
3. Can you tell me the reason you are seeking mental health services today?	
4. Are you currently receiving mental health treatment? • If yes, where are you receiving those services? <i>NOTE: If the individual is currently receiving mental health services from their MCP or MHP, do not finish the screening. Instead, connect them with their current provider for further assessment.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. When was the last time you saw your pediatrician or primary care doctor? <i>NOTE: If the child/youth is age 3 or younger and has not seen a pediatrician in over 6 months or age 4 and older and has not seen a pediatrician or primary care physician (PCP) in over a year, continue the screening and connect them to their MCP for a pediatrician/PCP visit.</i>	

Question	Yes	No
6. Are you currently or have you ever been in juvenile hall, on probation, or under court supervision? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
7. Are you currently in foster care or involved in the child welfare system? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
8. Have you ever been in foster care or involved in the child welfare system?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
9. Are you currently without housing or a safe place to sleep? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
10. Have you ever been without housing or a safe place to sleep?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
11. Are you having thoughts, feelings or behaviors that make it hard for you at home, school, or work?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
12. Are you having thoughts, feelings, or behaviors that make it hard to be with your friends or have fun?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
13. Are you often absent from school, work, or activities due to not feeling well?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
14. Is the person who takes care of you often not around or unable to take care of you?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
15. Do you feel unsupported or unsafe?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
16. Is anyone hurting you?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
17. Are you having trouble with drugs or alcohol? ² <i>NOTE: If yes, continue the screening and coordinate referral to the county behavioral health plan for substance use disorder assessment after the screening is completed.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —

Question	Yes	No
18. Is anyone in your family or who lives with you having trouble with drugs or alcohol?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
19. Do you hurt yourself on purpose? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
20. In the past month, have you had thoughts about ending your life, wished you were dead, or wished you could go to sleep and never wake up? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
21. Do you have plans to hurt others? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of homicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
22. Has someone outside of your family told you that you need help with anxiety, depression, or your behaviors?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
23. Have you been seen in the hospital to get help for a mental health condition within the last six months?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
<p>Total Score: 0</p> <p>If score is 0 – 5, refer to the MCP per instruction #11</p> <p>If score is 6 or above, refer to the MHP per instruction #11</p>		
<p>1 Questions 6, 7, and 9 are not scored. A response of “Yes” results in a referral to the MHP for clinical assessment. Please reference BHIN 21-073 for additional detail on specialty mental health services criteria and definitions of key terminology.</p> <p>2 Question 17 is not scored. A response of “Yes” results in a referral to the county plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score.</p> <p>3 A response of “Yes” to questions 19, 20, and 21 results in immediate coordination of referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. The referral and subsequent evaluation may or may not impact the mental health delivery system referral generated by the screening score.</p>		

Youth Screening Tool for Medi-Cal Mental Health Services Respondent on Behalf of Youth

Name:	Date of Birth:
Age: <i>NOTE: If age 21 or older, switch to the "Adult Screening Tool for Medi-Cal Mental Health Services."</i>	
Medi-Cal Number (CIN):	
1. Is this an emergency or crisis situation? <i>NOTE: If yes, do not finish the screening and handle according to existing emergency or crisis protocols.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are you calling about yourself or about someone else? • If calling about someone else, who are you calling about and what is your relationship to them? <i>NOTE: If calling about themselves, switch to the "Youth Respondent" version of the tool.</i>	<input type="checkbox"/> Self <input type="checkbox"/> Someone else
3. Can you tell me the reason you are seeking mental health services for the child/youth today?	
4. Is the child/youth currently receiving mental health treatment? • If yes, where are they receiving those services? <i>NOTE: If the individual is currently receiving mental health services from their MCP or MHP or MCP do not finish the screening. Instead, connect them with their current provider for further assessment.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. When was the last time the child/youth saw their pediatrician or primary care provider? <i>NOTE: If the child/youth is age 3 or younger and has not seen a pediatrician in over 6 months or age 4 and older and has not seen a pediatrician or primary care physician (PCP) in over a year, continue the screening and connect them to their MCP for a pediatrician/PCP visit.</i>	

Question	Yes	No
6. Is the child/youth currently or have they ever been in juvenile hall, on probation, or under court supervision? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
7. Is the child/youth currently in foster care or involved in the child welfare system? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
8. Has the child/youth ever been in foster care or involved in the child welfare system?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
9. Is the child/youth currently without housing or a safe place to sleep? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
10. Has the child/youth ever been without housing or a safe place to sleep?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
11. Is the child/youth having thoughts, feelings or behaviors that make it hard for them at home, school, or work?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
12. Is the child/youth having thoughts, feelings, or behaviors that make it hard to be with their friends or have fun?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
13. Is the child/youth often absent from school, work, or activities due to not feeling well?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
14. Is the primary caretaker for the child/youth often not around or unable to take care of the child/youth?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
15. Does the child/youth feel unsupported or unsafe?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
16. Is anyone hurting the child/youth?	<input type="checkbox"/> 1	<input type="checkbox"/> 0

Question	Yes	No
17. Is the child/youth having trouble with drugs or alcohol? ² <i>NOTE: If yes, continue the screening and coordinate referral to the county behavioral health plan for substance use disorder assessment after the screening is completed.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
18. Is anyone in the child/youth’s family or who lives with them having trouble with drugs or alcohol?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
19. Does the child/youth self-harm or behave in a manner that may cause harm to themselves? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
20. In the past month, has the child/youth had thoughts about ending their life, wished they were dead, or wished they could go to sleep and never wake up? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
21. Does the child/youth have plans to hurt others? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of homicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
22. Has someone outside of the child/youth’s family said that the child/youth needs help with anxiety, depression, or their behaviors?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
23. Has the child/youth been seen in a hospital for a mental health condition within the last six months?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
Total Score: 0 If score is 0 – 5, refer to the MCP per instruction #11 If score is 6 or above, refer to the MHP per instruction #11		

- 1 Questions 6, 7, and 9 are not scored. A response of “Yes” results in a referral to the MHP for clinical assessment. Please reference [BHIN 21-073](#) for additional detail on specialty mental health services criteria and definitions of key terminology.
- 2 Question 17 is not scored. A response of “Yes” results in a referral to the county plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score.
- 3 A response of “Yes” to questions 19, 20, and 21 results in immediate coordination of referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. The referral and subsequent evaluation may or may not impact the mental health delivery system referral generated by the screening score.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MONTEREY, ON BEHALF OF THE
COUNTY OF MONTEREY HEALTH DEPARTMENT,
BEHAVIORAL HEALTH BUREAU
AND
MONTEREY COUNTY OFFICE OF EDUCATION FOR
ALTERNATIVE EDUCATION DEPARTMENT**

This Memorandum of Understanding (hereafter referred to as “MOU”) is made and entered into by and between the County of Monterey, on behalf of the County of Monterey Health Department, Behavioral Health Bureau (hereinafter referred to as “County”) and the **Monterey County Office of Education, Alternative Education Department** (hereinafter referred to as “MCOE”), together referred to as “Parties” and singularly as “Party”.

RECITALS:

WHEREAS, the MCOE is the recipient of Local Control Funding Formula (LCFF) funds due to changes in the FY 2013–14 State budget package which replaced the previous K–12 finance system with the new LCFF;

WHEREAS, the MCOE is required to develop a Local Control and Accountability Plan (LCAP) and has identified in that plan the need to provide therapeutic services to students who require such services;

WHEREAS, the County provides behavioral health services through the Health Department’s Behavioral Health Bureau and to the extent that annual funding allows, is committed to assisting schools in Monterey County with the provision of therapeutic services to students who require them;

WHEREAS, the MCOE has requested assistance from the County for the provision of therapeutic services to enrolled students; and

NOW THEREFORE, this MOU is created for the purpose of setting forth the terms and conditions under which the County and the MCOE will collaborate to ensure the provision of therapeutic services to the students of the MCOE.

1. Term of MOU

This MOU shall be in full force commencing **August 1, 2025** and ending **June 30, 2026**, unless terminated or amended pursuant to this MOU.

2. Exhibits

The following attached exhibits are incorporated herein by reference and constitute as a part of this Memorandum of Understanding:

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION CERTIFICATION
(executed by County and MCOE)
EXHIBIT D: COUNTY INSURANCE
EXHIBIT E: MCOE INSURANCE
EXHIBIT F: YOUTH SCREENING TOOL

3. Screening

The Parties shall comply with applicable laws, regulations, and MCOE policies related to criminal records checks, fingerprinting, and tuberculosis screenings.

4. Maintenance and Confidentiality of Patient Information

a. The County shall maintain clinical records for each recipient of service in compliance with all state and federal requirements and Exhibit C. Such records shall include a description of all services provided by the County in sufficient detail to make possible all evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. The County shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven years.

b. The County and MCOE shall comply with the confidentiality requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

5. Modification

This MOU may be modified only by an instrument in writing signed by the County and the MCOE.

6. Termination

a. Termination Without Cause. Either Party may cancel this MOU at any time upon thirty (30) calendar days of written notice.

b. Termination With Cause. Either Party may terminate this Agreement upon the material breach of this Agreement by the other Party by giving the other Party fifteen (15) days' prior written notice of such breach. If such breach is not cured by the breaching Party within fifteen (15) days of receipt of this notice, this Agreement shall terminate at the end of such fifteen (15) day period.

7. Assignment

This MOU may not be assigned without the prior written consent of the Parties.

8. General Provisions

- a. All work described herein shall be performed in accordance with applicable Federal, State and local laws and regulations.
- b. **Non-discrimination.** During the performance of this Agreement, the Parties shall not unlawfully discriminate against any person because of race, religion, color, sex, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), or sexual orientation, either in the Parties' employment practices or in the furnishing of services to recipients. The Parties shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, MCOE's facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- c. **Third Party Rights.** Nothing in this MOU shall be construed to give any rights, benefits, or obligations to anyone other than MCOE and the County.
- d. **Independent Contractor.** The County shall act as an independent contractor in the performance of the duties hereunder, and no officer, employee or agent of the County under this MOU shall be deemed to be an officer, employee or agent of the MCOE in carrying out the duties of this MOU. Nothing in this MOU shall create any of the rights, powers, privileges or immunities of an employee of the MCOE.
- e. The County's obligations with regard to any personnel it retains, employs, or contracts with shall include paying all federal and state withholding taxes applicable to employees and complying with federal and state wage-hour obligations (including overtime), workers' compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs.

9. Mutual Indemnification

- a. The MCOE 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 rising out of, or in connection with, performance of this MOU by The MCOE and/or its agents, employees or Collaborators, 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 MOU to provide the broadest possible coverage for the County. The MCOE shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which The MCOE is obligated to indemnify, defend and hold harmless the County under this MOU.

b. County shall indemnify, defend, and hold harmless the MCOE, its officers, agent and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by the County and/or its agents, employees or Collaborators, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the MCOE. It is the intent of the Parties to this MOU to provide the broadest possible coverage for the MCOE. The County shall reimburse the MCOE 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 MCOE under this MOU.

10. Limitation of Liability

Each Party's total liability to the other arising under this MOU, if any, is limited to an amount not to exceed either the per occurrence limit or the aggregate limit of the County or MCOE's required insurance coverage, as stated within Exhibit D and Exhibit E, respectively, copies of which are attached hereto and incorporated herein by this reference.

11. Insurance

a. County Insurance. The County shall secure and maintain the insurance coverage or self-insurance described in Exhibit D.

b. MCOE Insurance. MCOE shall secure and maintain the insurance coverage or self-insurance described in Exhibit E, a copy of which is attached hereto and incorporated herein by this reference.

12. Cultural Competency and Linguistic Accessibility

a. The County shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by the Department of Health Care Service's regulations and policies and other applicable laws. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable County Therapists to work effectively in providing contractual services under this MOU in cross-cultural situations. Specifically, the County's provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

b. The MCOE shall provide linguistically accessible services to assure access to services by all eligible individuals as required by Department of Health Care Service's regulations and policies and other applicable laws. Specifically, the MCOE shall provide services to eligible individuals in their primary language through linguistically proficient MCOE staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

c. For the purposes of this section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes, provides the

opportunity for and facilitates their use.

13. 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 MCOE, to:
**Monterey County Office of
Education, Alternative
Education Department
901 Blanco Cir./P.O. Box 80851
Salinas, CA 93901
Attn: Debra Brau,
Educational Administrator
Tel: (831)261-0875
Fax: (831)755-0300 x031**

If to the County, to:
County of Monterey Health Department

1270 Natividad Road
Salinas, CA 93906
Attn: Elsa M. Jimenez,
Director of Health Services
Tel: 831-755-4743
Fax: 831-755-4797

This MOU constitutes the entire MOU between the parties and supersedes all previous communications, representations or MOUs regarding this subject, whether written, or oral, between the parties.

Consent to the terms of this MOU is indicated by the authorized signatures affixed and dated below.

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

COUNTY OF MONTEREY

MONTEREY COUNTY OFFICE OF EDUCATION, Alternative Education Department

DocuSigned by: *Elsa M. Jimenez*
By: _____
Elsa M. Jimenez, Director of Health Services

DocuSigned by: *Colleen Stanley*
By: _____
Dr. Colleen Stanley, Chief Business Official

Dated: 7/8/2025 | 12:31 PM PDT

Dated: 6/5/2025

Approved as to Form¹
DocuSigned by: *Kevin Serrano*

Office of County Counsel

Dated: 7/7/2025 | 11:28 AM PDT

Approved as to Fiscal Provisions²
DocuSigned by: *Patricia Ruiz*

Auditor/Controller

Dated: 7/7/2025 | 2:58 PM PDT

Approved as to Risk Management³

Risk Management

Dated: _____

*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 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 necessary only if changes are made in Sections 9, 10, or 11

EXHIBIT A: PROGRAM DESCRIPTION

**PROGRAM 1:
GENERAL EDUCATION**

1. Services and Responsibilities of the County

a. The County will arrange for the provision of behavioral health services (“Therapeutic Services”) for students in MCOE. Therapeutic Services shall include, individual therapy, family therapy, parent/guardian and school personnel consultation, treatment planning, coordination with county psychiatric services, crisis intervention, and teletherapy in coordination with the student’s parent/guardian. Therapeutic Services shall also include intensive in-home behavioral intervention and support where indicated. The County shall maintain the mental health records and all required documents relating to any Therapeutic Services provided by County Therapists to all students pursuant to this MOU.

b. The County shall be solely responsible for managing, monitoring, and overseeing County Therapists in the provision of Therapeutic Services at the MCOE. Responsibility of the conduct of County Therapists shall remain solely with the County. County shall designate a County Unit Supervisor to provide ongoing clinical supervision for the County Therapists providing Therapeutic Services to ensure that support, guidance and consultation is available as needed. In addition to office-based supervision, County agrees to provide onsite clinical supervision at least once every two months within the MCOE to ensure appropriate administrative and clinical oversight of services provided.

Each County Therapist’s direct supervisor shall be a County Unit Supervisor who reports directly to the County Behavioral Health Services Manager. The Unit Supervisor’s duties include, but are not limited to:

- Provide clinical supervision and conduct performance evaluations of County Therapists.
- Coordinate and assign MCBH referrals.
- Oversee scheduled work hours of County Therapist.
- Serve as primary contact regarding any concerns or issues related to County Therapist attendance and/or service provision.
- Ensure coverage of services and supports in the event of County Therapist unplanned absence and communicate staffing plan to MCOE and site administration.
- Work with MCOE administration to make any adjustments to the scheduling of work hours due to the MCOE school calendar year as needed.
- Attend student-related meetings when invited to provide administrative support or support the County Therapist as needed.
- Provide prereferral consultation to school staff where needed to support referral triage and determine level of need and mental health intervention.

c. Each County Therapist shall comply with all County and State certification and licensing requirements. The County ensures that the County Therapists shall deliver services within their scope of licensure and practice and will perform the scope of activities and

services required to meet students' behavioral health needs. The County Therapists shall be employees of the County, and the County shall pay all salaries and expenses owed to the County Therapists related to the County Therapists' services for the MCOE pursuant to this MOU.

d. The County will manage and monitor the status of Therapeutic Services provided in the MCOE and will report data required by the MCOE on a quarterly basis in accordance with the Confidentiality of Patient Information Certification included as Exhibit C to this MOU.

e. The County will provide office furniture, supplies, IT equipment, and IT support to appropriately equip County Therapists with the furniture, supplies, equipment, and support necessary for County business. Furniture, supplies, and equipment will be owned and maintained by the County. The County will provide and service the IT needs of the County Therapists assigned to work in the MCOE. In the event of termination of services, the County will retrieve all county-owned furniture, supplies and equipment.

f. The County shall designate a Behavioral Health Services Manager or designee to be the point of contact for the MCOE responsible for all issues associated with the services to be provided by the County as described in this MOU.

g. The County agrees to meet monthly with the MCOE Director of Student Services or designee beginning the first month services begin to ensure appropriate, efficient and effective implementation of the services rendered by County Therapists.

h. If either Party is ever audited, the other Party will provide assistance as may be helpful or necessary.

2. Services and Responsibilities of the MCOE

a. MCOE shall submit referral forms that are complete and include all requested information, including the Youth Screening Tool for Medi-Cal Mental Health Services (see Exhibit F) with a rating of 6 or higher indicating the need for a specialty mental health assessment.

b. The MCOE agrees to provide a confidential and private office and/or meeting space that is conducive to the therapeutic process, with electricity, appropriate lighting, and any equipment necessary (other than the equipment provided by County in Section 1(f) of this MOU) for the provision of Therapeutic Services. Any issues with access to confidential and private office and/or meeting space at a school site shall be addressed and resolved by the MCOE Director of Student Services in collaboration with County Behavioral Health Services Manager. In the event of termination of services, the County will retrieve all County-owned equipment, furniture, and supplies from the County Therapist's assigned office space.

c. The MCOE agrees to collaborate with the County Unit Supervisor on the staffing plan for the students served and ensure that the MCOE Director of Student Services maintains regular communication with the school sites regarding any issues or concerns that arise when changes to County Therapist assignments are made due to unplanned leave or staff vacancies.

d. The MCOE will assign a MCOE Director of Student Services or designee to serve as the point of contact for the County Behavioral Health Services Manager for any issues or concerns that arise regarding delivery of services by the County Therapists associated with this MOU.

e. The MCOE agrees to assign a MCOE Director of Student Services to meet on a monthly basis beginning the first month when services begin on an agreed upon recurring basis and as needed with the County Unit Supervisor assigned to work in the MCOE to ensure appropriate, efficient and effective implementation of the services rendered by County Therapist(s).

EXHIBIT B: PAYMENT PROVISIONS

1. Subject to the limitations set forth herein, MCOE shall pay County, in arrears, the total maximum amount not to exceed **\$105,470.00** for the provision of County’s services during the term of this Agreement and in accordance with the following schedule:

Program	Term	Total Maximum Annual Amount
Program 1: General Education	August 1, 2025 – June 30, 2026	\$105,470.00
Total Maximum Amount		\$105,470.00

2. Invoice:

- a. **Program 1: General Education**

County - To offset the cost of services to the MCOE, County agrees to seek Medi-Cal reimbursement for Therapeutic Services provided pursuant to this MOU for all Medi-Cal eligible beneficiaries served. The County shall invoice MCOE one-fourth (1/4th) of the total annual estimated non-Federal Financial Participation (FFP) portion of the costs for the provision of Therapeutic services since County is reimbursed FFP directly by the Department of Health Care Services. The total invoice amount shall not exceed the total maximum MOU amount identified in Section a. above. The County shall prepare a quarterly invoice based on actual costs and estimated revenues.

MCOE - The MCOE agrees to pay the County for the non-FFP reimbursable portion of the total costs to provide Therapeutic Services, up to the total maximum amount outlined in Exhibit B: Payment Provisions, of this MOU.

3. The County shall prepare a quarterly invoice based on actual costs and estimated revenues and will submit its invoice for the requested amount within thirty (30) days after the end of each quarter along with such other information pertinent to the invoice. Invoices shall be submitted to the MCOE at the following address:

**Monterey County Office of Education,
Alternative Education Department
901 Blanco Cir./P.O. Box 80851
Salinas, CA 93901**

MCOE shall pay the County’s invoice in the requested amount within 30 days of receiving the County’s invoice.

4. If for any reason this MOU is terminated, the MCOE’s maximum liability shall be the total utilization to the date of termination not to exceed the maximum amount listed above.
5. As an exception to Section 4. above with respect to the Survival of Obligations after Termination, MCOE shall continue to remain obligated under this MOU with regard to payment for services required to be rendered after termination.

EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION CERTIFICATION

Confidentiality of Patient Information and Records. All Patient Information is confidential. The Parties shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all applicable state and federal law relating to confidentiality of patient records and patient information, including but not limited to: 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”), the Breach Notification Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and D (the “Breach Notification 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”); the federal Confidentiality of Alcohol and Drug Abuse Patient Records under 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2 (the “Part 2 Regulations”); the Lanterman-Petris-Short Act (“LPS”), California Welfare and Institutions Code sections 5328, *et seq.*; California substance abuse laws at California Health & Safety Code sections 11812 and 11845.5; Medi-Cal laws at 45 C.F.R. § 205.50, 42 C.F.R. § 431.300 *et seq.*; the Confidentiality of Medical Information Act (“CMIA”), California Civil Code sections 56.00 *et seq.*; California laws governing HIV/AIDS records at California Health & Safety Code § 120975; and California Civil Code Section 1798.29

“Patient Information “includes any individually identifying information related to a patient/recipient of behavioral health services, including, but not limited to, name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “Patient Information “includes all health information the Parties have obtained about a patient/recipient of services, including the mere fact that patient is receiving alcohol or drug treatment from the County or has been referred to an alcohol or drug treatment program by the County, whether or not a documentary record of such information exists.

Ownership of Data. All Patient Information created or received by the County in connection with the provision of behavioral health services under this Agreement shall be and remain the property of the County and the County shall retain exclusive rights and ownership thereto. Such information shall be referred to henceforth as “County Data”.

Use and Disclosure of Information. In relation to the services being provided by the County pursuant to this MOU, the MCOE may require access to County Data regarding the progress of students receiving the therapeutic services. The County shall disclose County Data to MCOE solely as set forth below. The County may provide County Data to MCOE pursuant to a valid authorization for such disclosure from the patient/recipient of the Services or his or her legally authorized representative, or as required by law. The County also may provide County Data that has been de-identified in accordance with 45 C.F.R. Section 164.514 to MCOE as necessary in connection with its performance of Services under this Agreement.

MCOE shall use County Data or Patient Information obtained from contact with patients/recipients of Services and complainants (including anonymized data) only for the purpose(s) for which use or disclosure was authorized and shall implement appropriate safeguards to maintain the Confidentiality of such information and to prevent further use or disclosure. MCOE acknowledges that County Data regarding a patient whose records are subject to the Part 2 Regulations may not be re-disclosed to another entity without specific authorization from the patient or his/her legally authorized representative for such re-disclosure. In addition, MCOE shall obtain the County's prior written consent to any disclosure of County Data, except as required by law. The County, through the Behavioral Health Director, shall have access to any Patient Information obtained by MCOE in connection with its performance under this Agreement.

The Parties shall not disclose Patient Information, including the identities of patients/recipients of service, to other parties without proper authorization for such disclosure or as authorized by law.

In relation to the services being provided by County pursuant to this MOU, the County may also require access to MCOE records and information, including but not limited to "education records" relating to the students receiving the therapeutic services ("MCOE Data"). The County will use MCOE Data only for the purpose of fulfilling its duties under this MOU and will not share such data (including anonymized data) with, or disclose it to, any third party without the prior written consent of the MCOE, except as required by law and except to third party contractors retained by the County to provide services related to this MOU.

The County will provide access to MCOE Data to its employees, subcontractors and third party contractors who need to access the data to fulfill the County obligations under this MOU. The County will ensure that employees and subcontractors who perform work under this MOU are bound to strict obligations of confidentiality no less rigorous than those set forth herein. If the County will have access to "education records" for the MCOE's students as defined under the Family Educational Rights and Privacy Act (FERPA), the County acknowledges that for the purposes of this MOU it will be designated as a "school official" with "legitimate educational interests" in the MCOE education records, as those terms have been defined under FERPA and its implementing regulations, and the County agrees to abide by the FERPA limitations and requirements imposed on school officials. The County shall train all of its responsible employees on how to comply with those responsibilities imposed by FERPA, through this MOU, which are applicable to the County and County's employees. The County will use the education records only for the purpose of fulfilling its duties under this MOU for MCOE's and the students' benefit, and will not share such data with or disclose it to any third party except as provided for in this MOU, required by law, or authorized in writing by the MCOE.

If the MCOE receives a subpoena, warrant, or other legal order, demand, including requests pursuant to the California Public Records Act (Gov. Code, §§ 6250, *et seq.*) ("requests") or requests seeking County Data, the MCOE may advise the requesting party that the documents are not in the MCOE's possession and that all requests should be directed to the County. The MCOE shall respond to any such requests seeking MCOE Data.

Upon termination or expiration of this MOU, the County will return or securely destroy MCOE Data as directed by the MCOE. Transfer to the MCOE or a third party designated by the MCOE shall occur within a reasonable period of time, and without significant interruption in service. In the event that the MCOE requests destruction of MCOE Data, the County agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which the County might have transferred MCOE Data. The County agrees to provide certification of data destruction to the MCOE upon request.

MCOE shall return or securely destroy County Data as directed by the County. Transfer to the County or a third party designated by the party shall occur within a reasonable period of time, and without significant interruption in service. In the event that County requires destruction of County Data, MCOE agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which the MCOE may have transferred County Data. MCOE agrees to provide certification of data destruction to County upon request.

Penalty for Unauthorized Disclosure. The Parties understand that disclosure of Patient Information in violation of law may subject the party releasing the information to civil and/or criminal fines, penalties, and damages.

Duty to Warn. The Parties understand that persons providing services under this MOU may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. The Parties shall inform all of their officers, employees, and agents providing services hereunder of these provisions.

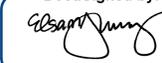
<p>MONTEREY COUNTY OFFICE OF EDUCATION, Alternative Education Department</p> <p><i>By my signature below, as the authorized representative of the MCOE, I certify acceptance and understanding for myself and the MCOE of the above confidentiality provisions.</i></p> <p>DocuSigned by: </p>	<p>COUNTY OF MONTEREY</p> <p><i>By my signature below, as the authorized representative of the County, I certify acceptance and understanding for myself and the County of the above confidentiality provisions.</i></p> <p>DocuSigned by: </p>
<p>Signature of Authorized Representative Colleen Stanley</p>	<p>Signature of Authorized Representative Elsa Jimenez</p>
<p>Name of Authorized Representative (printed) Chief Business Official</p>	<p>Name of Authorized Representative (printed) Director of Health Services</p>
<p>Title of Authorized Representative Date: 6/5/2025</p>	<p>Title of Authorized Representative Date: 7/8/2025 12:31 PM PDT</p>

EXHIBIT D: COUNTY INSURANCE

The County certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then the County shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. The County shall maintain insurance or self-insurance of five million dollars (\$5,000,000) per occurrence and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering the County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 1 and 2 above including sexual misconduct shall be endorsed to include the MCOE as a Supplemental Member with respect to this MOU for Therapeutic Services. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of the County, its officers, directors, agents, and/or employees. The County, upon execution of this MOU, shall furnish MCOE with Certificates of Insurance or Letter of Self-Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to MCOE of any modification, change or cancellation of any of the above insurance coverages.

EXHIBIT E: MCOE INSURANCE

MCOE certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then MCOE shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. MCOE shall maintain insurance or self-insurance with a self-insured retention of five million dollars (\$5,000,000) and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering MCOE's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 1 and 2 above including sexual misconduct shall be endorsed to include the County of Monterey ("County") as an additional insured. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of MCOE, its officers, directors, agents, and/or employees. MCOE, upon execution of this MOU, shall furnish the County with Certificates of Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to the County of any modification, change, or cancellation of any of the above insurance coverages.

EXHIBIT F: YOUTH SCREENING TOOL

State of California – Health and Human Services Agency

Department of Health Care Services

Youth Screening Tool for Medi-Cal Mental Health Services

The Youth Screening Tool for Medi-Cal Mental Health Services is required for use when an individual under age 21, or a person on behalf of an individual under age 21, who is not currently receiving mental health services, contacts their Medi-Cal Managed Care Plan (MCP) or county Mental Health Plan (MHP) to seek mental health services. This tool determines whether an individual should be referred to the MCP delivery system or to the MHP delivery system for a clinical assessment and ensures that individuals have timely access to the appropriate mental health delivery system. The Youth Screening Tool for Medi-Cal Mental Health Services is not required to be used when individuals contact mental health providers directly to seek mental health services.¹

Instructions:

1. There are two versions of the Youth Screening Tool for Medi-Cal Mental Health Services:
 - One version of the tool is used when a youth is responding on their own behalf: *Youth Screening Tool for Medi-Cal Mental Health Services: Youth Respondent*.
 - One version of the tool is used when a person is responding on behalf of the youth: *Youth Screening Tool for Medi-Cal Mental Health Services: Respondent on Behalf of Youth*.
2. The answer to screening question 2 determines which version of the tool is used.
3. Each scored question is a "Yes" or "No" question. Not every question is scored.
4. Each scored question has a defined number of points for the selected answer. The number of points for each question cannot be more or less than what is on the scoresheet.
5. Select/mark the number in the "Yes" or "No" column based on the response provided.
6. If the youth, or the person responding on their behalf, is unable or chooses not to answer a question, skip the question and score it as "0."

¹ As described in APL 22-028 and BHIN 22-065, MCPs and MHPs must allow contracted mental health providers who are contacted directly by individuals seeking mental health services to begin the assessment process and provide services during the assessment period without using the Screening Tools, consistent with the No Wrong Door for Mental Health Services Policy described in [BHIN 22-011](#).

7. If a response to question 5 indicates that a child who is age 3 or younger has not seen a pediatrician in the last 6 months, or that a child/youth age 4 or older has not seen a pediatrician or primary care physician (PCP) in the last year, the screener must offer to connect them to their MCP for a pediatrician/PCP visit in addition to the mental health delivery system referral generated by the screening score.²
8. If the youth, or the person responding on their behalf, responds “Yes” to question 6, 7, or 9, they meet criteria for specialty mental health services per [BHIN 21-073](#). In these cases, the screening is not required, and the screener must offer and coordinate a referral for clinical assessment by the MHP. Referral coordination must include follow up to ensure an assessment has been made available to the individual. Please reference [BHIN 21-073](#) for additional detail on specialty mental health services criteria and definitions of key terminology.
9. If the youth, or the person responding on their behalf, responds “Yes” to question 19, 20, or 21, the screener must immediately offer and coordinate a referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. Referral coordination should include sharing the completed Youth Screening Tool for Medi-Cal Mental Health Services. The referral and subsequent clinical evaluation may or may not impact the mental health delivery system referral generated by the screening score.
10. A response of “Yes” to question 17 does not impact the screening score. If the youth, or the person responding on their behalf, responds “Yes” to question 17, the screener must offer and coordinate a referral to the county behavioral health plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score. The individual may decline this referral without impact to the mental health delivery system referral.
11. Once responses to all questions have been documented, the selected/marked numbers in the “Yes” column should be added together and that total number should be entered in the “Total Score” box.
 - a. Individuals with a total score of 0 – 5 must be referred to the MCP for a clinical assessment.
 - b. Individuals with a total score of 6 and above must be referred to the MHP for a clinical assessment.
12. Once a score has been generated, a referral must be coordinated.
 - a. If the individual's score requires referral within the same delivery system, a timely clinical assessment must be offered and provided.
 - b. If the individual's score requires referral to the other mental health delivery system (i.e., MCP to MHP or MHP to MCP), the referral must be coordinated with the other delivery system, including sharing the completed Youth Screening Tool for Medi-Cal Mental Health Services and following up to ensure a timely clinical assessment has been made available to the individual.

² Bright Futures well-child visit guidelines indicate a child age 4 and older should be seen by a pediatrician annually, and a child age 3 and under should be seen by a pediatrician every 1, 3, or 6 months depending on their age.

Youth Screening Tool for Medi-Cal Mental Health Services Youth Respondent

Name:	Date of Birth:
Age: <i>NOTE: If age 21 or older, switch to the "Adult Screening Tool for Medi-Cal Mental Health Services."</i>	
Medi-Cal Number (CIN):	
1. Is this an emergency or crisis situation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>NOTE: If yes, do not finish the screening and handle according to existing emergency or crisis protocols.</i>	
2. Are you calling about yourself or about someone else? <input type="checkbox"/> Self <input type="checkbox"/> Someone else • If calling about someone else, who are you calling about and what is your relationship to them?	
<i>NOTE: If someone else, please switch to the "Respondent on Behalf of Youth" version of the tool.</i>	
3. Can you tell me the reason you are seeking mental health services today?	
4. Are you currently receiving mental health treatment? • If yes, where are you receiving those services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>NOTE: If the individual is currently receiving mental health services from their MCP or MHP, do not finish the screening. Instead, connect them with their current provider for further assessment.</i>	
5. When was the last time you saw your pediatrician or primary care doctor?	
<i>NOTE: If the child/youth is age 3 or younger and has not seen a pediatrician in over 6 months or age 4 and older and has not seen a pediatrician or primary care physician (PCP) in over a year, continue the screening and connect them to their MCP for a pediatrician/PCP visit.</i>	

Question	Yes	No
6. Are you currently or have you ever been in juvenile hall, on probation, or under court supervision? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
7. Are you currently in foster care or involved in the child welfare system? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
8. Have you ever been in foster care or involved in the child welfare system?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
9. Are you currently without housing or a safe place to sleep? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
10. Have you ever been without housing or a safe place to sleep?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
11. Are you having thoughts, feelings or behaviors that make it hard for you at home, school, or work?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
12. Are you having thoughts, feelings, or behaviors that make it hard to be with your friends or have fun?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
13. Are you often absent from school, work, or activities due to not feeling well?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
14. Is the person who takes care of you often not around or unable to take care of you?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
15. Do you feel unsupported or unsafe?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
16. Is anyone hurting you?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
17. Are you having trouble with drugs or alcohol? ² <i>NOTE: If yes, continue the screening and coordinate referral to the county behavioral health plan for substance use disorder assessment after the screening is completed.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —

Question	Yes	No
18. Is anyone in your family or who lives with you having trouble with drugs or alcohol?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
19. Do you hurt yourself on purpose? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
20. In the past month, have you had thoughts about ending your life, wished you were dead, or wished you could go to sleep and never wake up? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
21. Do you have plans to hurt others? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of homicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
22. Has someone outside of your family told you that you need help with anxiety, depression, or your behaviors?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
23. Have you been seen in the hospital to get help for a mental health condition within the last six months?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
<p>Total Score: 0</p> <p>If score is 0 – 5, refer to the MCP per instruction #11</p> <p>If score is 6 or above, refer to the MHP per instruction #11</p>		
<p>1 Questions 6, 7, and 9 are not scored. A response of “Yes” results in a referral to the MHP for clinical assessment. Please reference BHIN 21-073 for additional detail on specialty mental health services criteria and definitions of key terminology.</p> <p>2 Question 17 is not scored. A response of “Yes” results in a referral to the county plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score.</p> <p>3 A response of “Yes” to questions 19, 20, and 21 results in immediate coordination of referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. The referral and subsequent evaluation may or may not impact the mental health delivery system referral generated by the screening score.</p>		

Youth Screening Tool for Medi-Cal Mental Health Services Respondent on Behalf of Youth

Name:	Date of Birth:
Age: <i>NOTE: If age 21 or older, switch to the "Adult Screening Tool for Medi-Cal Mental Health Services."</i>	
Medi-Cal Number (CIN):	
1. Is this an emergency or crisis situation? <i>NOTE: If yes, do not finish the screening and handle according to existing emergency or crisis protocols.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are you calling about yourself or about someone else? • If calling about someone else, who are you calling about and what is your relationship to them? <i>NOTE: If calling about themselves, switch to the "Youth Respondent" version of the tool.</i>	<input type="checkbox"/> Self <input type="checkbox"/> Someone else
3. Can you tell me the reason you are seeking mental health services for the child/youth today?	
4. Is the child/youth currently receiving mental health treatment? • If yes, where are they receiving those services? <i>NOTE: If the individual is currently receiving mental health services from their MCP or MHP or MCP do not finish the screening. Instead, connect them with their current provider for further assessment.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. When was the last time the child/youth saw their pediatrician or primary care provider? <i>NOTE: If the child/youth is age 3 or younger and has not seen a pediatrician in over 6 months or age 4 and older and has not seen a pediatrician or primary care physician (PCP) in over a year, continue the screening and connect them to their MCP for a pediatrician/PCP visit.</i>	

Question	Yes	No
6. Is the child/youth currently or have they ever been in juvenile hall, on probation, or under court supervision? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
7. Is the child/youth currently in foster care or involved in the child welfare system? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
8. Has the child/youth ever been in foster care or involved in the child welfare system?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
9. Is the child/youth currently without housing or a safe place to sleep? ¹ <i>NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
10. Has the child/youth ever been without housing or a safe place to sleep?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
11. Is the child/youth having thoughts, feelings or behaviors that make it hard for them at home, school, or work?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
12. Is the child/youth having thoughts, feelings, or behaviors that make it hard to be with their friends or have fun?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
13. Is the child/youth often absent from school, work, or activities due to not feeling well?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
14. Is the primary caretaker for the child/youth often not around or unable to take care of the child/youth?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
15. Does the child/youth feel unsupported or unsafe?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
16. Is anyone hurting the child/youth?	<input type="checkbox"/> 1	<input type="checkbox"/> 0

Question	Yes	No
17. Is the child/youth having trouble with drugs or alcohol? ² <i>NOTE: If yes, continue the screening and coordinate referral to the county behavioral health plan for substance use disorder assessment after the screening is completed.</i>	<input type="checkbox"/> —	<input type="checkbox"/> —
18. Is anyone in the child/youth's family or who lives with them having trouble with drugs or alcohol?	<input type="checkbox"/> 1	<input type="checkbox"/> 0
19. Does the child/youth self-harm or behave in a manner that may cause harm to themselves? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
20. In the past month, has the child/youth had thoughts about ending their life, wished they were dead, or wished they could go to sleep and never wake up? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
21. Does the child/youth have plans to hurt others? ³ <i>NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of homicidality after the screening is completed.</i>	<input type="checkbox"/> 2	<input type="checkbox"/> 0
22. Has someone outside of the child/youth's family said that the child/youth needs help with anxiety, depression, or their behaviors?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
23. Has the child/youth been seen in a hospital for a mental health condition within the last six months?	<input type="checkbox"/> 2	<input type="checkbox"/> 0
<p style="text-align: center;">Total Score: 0</p> <p style="text-align: center;">If score is 0 – 5, refer to the MCP per instruction #11</p> <p style="text-align: center;">If score is 6 or above, refer to the MHP per instruction #11</p>		

- 1 Questions 6, 7, and 9 are not scored. A response of “Yes” results in a referral to the MHP for clinical assessment. Please reference [BHIN 21-073](#) for additional detail on specialty mental health services criteria and definitions of key terminology.
- 2 Question 17 is not scored. A response of “Yes” results in a referral to the county plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score.
- 3 A response of “Yes” to questions 19, 20, and 21 results in immediate coordination of referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. The referral and subsequent evaluation may or may not impact the mental health delivery system referral generated by the screening score.

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING A-17303
BY AND BETWEEN
THE COUNTY OF MONTEREY, ON BEHALF OF THE
COUNTY OF MONTEREY HEALTH DEPARTMENT,
BEHAVIORAL HEALTH BUREAU
AND
MONTEREY COUNTY OFFICE OF EDUCATION FOR
MONTEREY COUNTY ALTERNATIVE EDUCATION**

This **AMENDMENT NO. 1** to MEMORANDUM OF UNDERSTANDING A-17303 is made by and between the **COUNTY OF MONTEREY**, on behalf of the Monterey County Health Department, Behavioral Health Bureau, a political subdivision of the State of California, hereinafter referred to as “MCBH,” and **Monterey County Office of Education for Monterey County Alternative Education**, hereinafter referred to as “School District.”

WHEREAS, MCBH and School District entered into MEMORANDUM OF UNDERSTANDING A-17303 for MCBH to provide mental health services through the general education program and special education program to students requiring these services in School District in the amount of \$105,470.00 for the term August 1, 2025 through June 30, 2026; and,

WHEREAS, MCBH and School District wish to amend MEMORANDUM OF UNDERSTANDING A-17303 to add \$45,202 of additional mental health services and revise the total MOU amount not to exceed \$150,672.00 for the same term of August 1, 2025 through June 30, 2026.

NOW THEREFORE, MCBH and School District hereby agree to amend the MEMORANDUM OF UNDERSTANDING in the following manner:

1. EXHIBIT B-1: BILLING STRUCTURE AND PAYMENT RATES replaces EXHIBIT B. All references in the MEMORANDUM OF UNDERSTANDING to Exhibit B shall be construed to refer to EXHIBIT B-1.
2. Except as provided herein, all remaining terms, conditions, and provisions of this MEMORANDUM OF UNDERSTANDING are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in this MEMORANDUM OF UNDERSTANDING.
3. This AMENDMENT NO. 1 shall be effective on August 1, 2025.
4. A copy of this AMENDMENT NO. 1 shall be attached to the original MEMORANDUM OF UNDERSTANDING executed by the COUNTY on July 8, 2025.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

MCOE FOR MONTEREY COUNTY
ALTERNATIVE EDUCATION

By:

By:

DocuSigned by:

Colleen Stanley

(Signature of Superintendent)

Elsa M. Jimenez, Director of Health Services

Colleen Stanley Chief Business Official

Printed Name and Title

Dated:

Dated: 9/11/2025

Approved as to Form¹

DocuSigned by:

Shane Eben Strong

Office of County Counsel

N/A

Dated: 9/17/2025 | 9:40 AM PDT

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

Approved as to Fiscal Provisions²

DocuSigned by:

Jennifer Forsyth

Auditor/Controller

Printed Name and Title

Dated:

Dated: 9/17/2025 | 11:40 AM PDT

Approved as to Risk Management³

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 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 necessary only if changes are made in Sections 9, 10, or 11

EXHIBIT B-1: PAYMENT PROVISIONS

1. Subject to the limitations set forth herein, MCOE shall pay County, in arrears, the total maximum amount not to exceed **\$150,672.00** for the provision of County’s services during the term of this Agreement and in accordance with the following schedule:

Program	Term	Total Maximum Annual Amount
Program 1: General Education	August 1, 2025 – June 30, 2026	\$150,672.00
Total Maximum Amount		\$150,672.00

2. Invoice:

- a. **Program 1: General Education**

County - To offset the cost of services to the MCOE, County agrees to seek Medi-Cal reimbursement for Therapeutic Services provided pursuant to this MOU for all Medi-Cal eligible beneficiaries served. The County shall invoice MCOE one-fourth (1/4th) of the total annual estimated non-Federal Financial Participation (FFP) portion of the costs for the provision of Therapeutic services since County is reimbursed FFP directly by the Department of Health Care Services. The total invoice amount shall not exceed the total maximum MOU amount identified in Section a. above. The County shall prepare a quarterly invoice based on actual costs and estimated revenues.

MCOE - The MCOE agrees to pay the County for the non-FFP reimbursable portion of the total costs to provide Therapeutic Services, up to the total maximum amount outlined in Exhibit B: Payment Provisions, of this MOU.

3. The County shall prepare a quarterly invoice based on actual costs and estimated revenues and will submit its invoice for the requested amount within thirty (30) days after the end of each quarter along with such other information pertinent to the invoice. Invoices shall be submitted to the MCOE at the following address:

**Monterey County Office of Education for
Monterey County Alternative Education
901 Blanco Cir./P.O. Box 80851
Salinas, CA 93901**

MCOE shall pay the County’s invoice in the requested amount within 30 days of receiving the County’s invoice.

4. If for any reason this MOU is terminated, the MCOE’s maximum liability shall be the total utilization to the date of termination not to exceed the maximum amount listed above.
5. As an exception to Section 4. above with respect to the Survival of Obligations after Termination, MCOE shall continue to remain obligated under this MOU with regard to payment for services required to be rendered after termination.



County of Monterey

Item No.

Board Report

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

Legistar File Number: 25-708

October 14, 2025

Introduced: 10/3/2025

Current Status: ATS Review

Version: 2

Matter Type: General Agenda Item

- a. Authorize remittance by the Auditor-Controller of up to \$1.7 million to the State of California Employment Development Department (“EDD”), for State Disability Insurance (SDI) tax under-withholding, including a late payment penalty and interest, for payroll tax returns filed after October 31, 2022; and
- b. Authorize payment of the SDI tax under-withholding without recoupment from County employees.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize remittance by the Auditor-Controller of up to \$1.7 million to the State of California Employment Development Department (“EDD”), for State Disability Insurance (SDI) tax under-withholding, including a late payment penalty and interest, for payroll tax returns filed after October 31, 2022; and
- b. Authorize payment of the SDI tax under-withholding without recoupment from County employees.

SUMMARY:

The Auditor-Controller’s Office (ACO) recently identified an error in SDI tax calculations, where the 457(b) deferred compensation and CalPERS retirement contributions were inadvertently excluded from taxable wages in calculating SDI tax. This resulted in an estimated under-withheld tax liability of \$1.2 million from approximately 6,500 employees during the period of October 2022 through June 2025. The under-withheld tax is expected to incur approximately \$180,000 in penalties and \$98,000 in interest.

If the recommended action is approved, the County will treat the SDI taxes paid on behalf of County employees as reportable wages in the year paid, subject to payroll tax withholdings.

DISCUSSION:

The County participates in the State Disability Insurance (SDI) Program which provides temporary wage replacement benefits to eligible employees within unions negotiated to participate in the program. For those participating in the SDI program, a deduction based on the SDI tax rate at the time of wage payment is calculated and deducted from the wages subject to SDI tax. The 457(b) deferred compensation contributions and CalPERS retirement contributions were erroneously excluded from the SDI tax calculation.

The total estimated under-withheld tax liability from October 2022 through June 2025 stemming from the 457(b) deferred compensation contributions and CalPERS retirement

contributions subject to SDI tax is \$1.2 million as shown in Exhibit A. This amount is subject to additional penalties and interest approximately, in the amount of \$180,000 and \$98,000, respectively. During this period of October 2022 through June 2025, approximately 6,500 employees to include active and separated, are identified to be under-withheld of SDI tax.

The SDI taxes paid by the County on behalf of the employees are considered reportable wages in the year paid and subject to payroll tax withholdings.

The Auditor-Controller’s Office (ACO) plans to implement the adjustment to reportable wages for active employees for the pay period ending on October 17, 2025. The reportable wages will be reflected on the affected County employees’ paystub for checks dated October 24, 2025. The ACO will be issuing a formal notification to the employees in advance, providing clear guidance regarding the adjustment.

The ACO will be seeking the Board approval to increase appropriations for remittance to the state.

For separated employees, the County paid SDI tax is subject to be reported on the annual tax reporting form W-2. This requirement will be fulfilled during the calendar year 2025 end W-2 preparation process by the ACO.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Human Resources Department has provided notifications to affected labor unions of the planned adjustment. The ACO has coordinated with the County Administrative Office (CAO) to identify funding source. The Office of County Counsel has reviewed as to form.

FINANCING:

The SDI tax liability remittance will be funded by the County General Fund Compensated Absences Assignment account as identified by the CAO.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

Administrative

The SDI Tax correction update will provide accurate tax reporting of the SDI taxes and ensure integrity in all County actions.

Link to the Strategic Plan:

Legistar File Number: 25-708

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

Prepared by: Enedina Garcia, Assistant Auditor-Controller, 784-5960

Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5084

Attachments:

Exhibit A - Summary of SDI Tax Liability by Year

DocuSigned by:



5020CB565A18490...

10/6/2025 | 11:08 AM PDT