

Monterey County

*Monterey County Government Center
Board of Supervisors Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901*



Meeting Agenda - Final-Revised

Tuesday, January 12, 2021

9:00 AM

**IMPORTANT COVID-19 NOTICE ON PAGE 2-4
AVISO IMPORTANTE SOBRE COVID-19 EN LA PAGINA 2-4**

<https://montereycty.zoom.us/j/224397747>

Board of Supervisors

Chair Supervisor Wendy Root Askew - District 4

Vice Chair Supervisor Mary L. Adams - District 5

Supervisor Luis A. Alejo - District 1

Supervisor John M. Phillips - District 2

Supervisor Chris Lopez - District 3

Important Notice Regarding COVID 19

Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID 19 virus, please do the following:

1. While the Board chambers remain open, you are strongly encouraged to observe the live stream of the Board of Supervisors meetings at http://monterey.granicus.com/ViewPublisher.php?view_id=19, <http://www.mgtvonline.com/>, www.youtube.com/c/MontereyCountyTV or <https://www.facebook.com/MontereyCoInfo/>

If you attend the Board of Supervisors meeting in person, you will be required to maintain appropriate social distancing, i.e., maintain a 6-foot distance between yourself and other individuals.

2. 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 three 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. if you are watching the live stream of the Board meeting, you may submit your comment, limited to 250 words or less, to the Clerk of the Board at publiccomment@co.monterey.ca.us. General public comment must be received during the General Public Comment item on the agenda, and comments on specific agenda items must be received as it is being heard. 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). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

c. 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.

3. You are encouraged to participate via Zoom as the Monterey Room on the 2nd floor of the County Government Center will not be available for overflow seating during this meeting.

Aviso importante sobre COVID 19

Basado en la guía del Departamento de Salud Pública de California y la Oficina del Gobernador de California, para minimizar la propagación del virus COVID 19, haga lo siguiente:

1. Mientras las cámaras de la Junta permanecen abiertas, le recomendamos que observe la transmisión en vivo de las reuniones de la Junta de Supervisores en http://monterey.granicus.com/ViewPublisher.php?view_id=19, <http://www.mgtvonline.com/>, www.youtube.com/c/MontereyCountyTV o <https://www.facebook.com/MontereyCoInfo/>

Si asiste a la reunión de la Junta de Supervisores en persona, deberá mantener un distanciamiento social apropiado, es decir, mantener una distancia de 6 pies entre usted y otras personas.

2. Si elige no asistir a la reunión de la Junta de Supervisores pero desea hacer un comentario público general o comentar un tema específico de la agenda, puede hacerlo de tres 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 ítem 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 ítem (es decir, el ítem No. 10). Su comentario se colocará en el registro en la reunión de la Junta.

b. Si está viendo la transmisión en vivo de la reunión de la Junta, puede enviar su comentario, limitado a 250 palabras o menos, al Secretario de la Junta en publiccomment@co.monterey.ca.us. Los comentarios del público en general deben recibirse durante el elemento de Comentarios del público en general en la agenda, y los comentarios sobre los elementos específicos de la agenda deben recibirse mientras se escuchan. En un esfuerzo por ayudar al Secretario a identificar el ítem 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 ítem (es decir, el ítem No. 10). Se hará todo lo posible para leer su comentario en el registro, pero algunos comentarios pueden no leerse debido a limitaciones de tiempo. Los comentarios recibidos después de un ítem de la

agenda serán parte del registro si se reciben antes del final de la reunión.

c. 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)
+1346248 7799 EE. UU. (Houston)
+1312626 6799 EE. UU. (Chicago)
+1929205 6099 EE. UU. (Nueva York)
+1 253 215 8782 EE. UU.
+1301715 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 presionará # nuevamente después de que la grabación lo solicite.

Se lo 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.

3. Se le anima a participar a través de Zoom, ya que la sala de Monterey en el segundo piso del Centro de Gobierno del Condado no estará disponible para asientos adicionales durante esta reunión.

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 intérprete.

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

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.

Please refer to the separate agendas for Special Districts and Agencies governed by the Board of Supervisors that may be scheduled for agenda items today.

Pursuant to Governor Newsom's Executive Order No. N-29-20, some or all Supervisors may participate in the meeting by telephone or video conference.

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(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.
 - b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
 - (1) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado
Employee Organization(s): All Units
 - (2) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado
Employee Organization(s): Unit S
 - (3) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado
Employee Organization(s): Units F, H and S
 - (4) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado
Employee Organization(s): Units F and J
 - c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
 - (1) Leo Gillespie (Worker's Compensation Appeals Board case no. ADJ10561467)

- (2) Shaheen Jorgensen (Worker's Compensation Appeals Board case no. ADJ11889496)
- (3) Mark Simar (Worker's Compensation Appeals Board case no. ADJ10938649)
- (4) Mark Simar (Worker's Compensation Appeals Board case no. ADJ12140890)

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

e. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

f. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Administrative Officer.

g. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Counsel.

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

(1) Property: 259-261-003-000, 259-261-004-000 and 259-261-005-000

Agency Negotiator(s): County Counsel

Negotiating Parties: Don Chapin Company

Under negotiation: Price and terms

i. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the Natividad Medical Center Chief Executive Officer.

j. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding two matters of potential initiation of litigation.

Public Comment

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.

Consent Calendar- (See Supplemental Sheet)

2. Approval of Consent Calendar Items No. 28 through 40.

Ceremonial Resolutions

- 2.1 Resolution Condemning the Violent, Seditious Actions at Our National Capitol Incited by President Donald Trump. (Full Board - Supervisor Alejo) (ADDED VIA ADDENDA)

Attachments: [Ceremonial Resolution - Condemning Trump's Violent, Seditious Actions](#)

Appointments

3. Reappoint Ron Dillender to the Community Restorative Justice Commission as an Educators Representative with a term ending date of January 12, 2024. (Full Board)

Attachments: [Notification to Clerk of Appt- Dillender](#)

4. Appoint Libby Sofer to the IHSS Advisory Council with a term ending date of January 1, 2023. (Full Board)

Attachments: [Notification to Clerk of Appt - Sofer](#)

5. Reappoint Jillian Kramm to the Spreckels Memorial District with a term ending date of December 31, 2024. (District 3- Supervisor Chris Lopez)

Attachments: [Notification to Clerk of Appt- Kramm](#)

6. Reappoint James Bass to the Community Restorative Justice Commission with a term ending date of January 12, 2024. (Full Board)

Attachments: [Notification to Clerk of Appt- Bass](#)

7. Reappoint Angie Ortega to the Community Restorative Justice Commission with a term ending date of January 12, 2024. (Full Board)

Attachments: [Notification to Clerk of Appt- Ortega](#)

8. Appoint Saren Pierson to the Spreckels Memorial District with a term ending date of December 31, 2024. (District 3- Supervisor Chris Lopez)

Attachments: [Notification to Clerk of Appt- Pierson](#)
[Application for Appt- Saren Pierson](#)

9. Reappoint Tim K. West to CSA 45- Advisory Committee with a term ending date of January 1, 2024. (District 2- Supervisor John M. Phillips)
Attachments: [Notification to Clerk of Appt- West](#)
10. Appoint Cynthia Suverkrop to CSA-45 Advisory Committee with a term ending date of January 1, 2024. (District 2- Supervisor John M. Phillips)
Attachments: [Notification to Clerk of Appt- Suverkrop](#)
11. Reappoint Alex Rouch to the CSA-45 Advisory Committee with a term ending date of January 1, 2024. (District 2- Supervisor John M. Phillips)
Attachments: [Notification to Clerk of Appt- Rouch](#)
12. Reappoint Andria Cutler to CSA-45 Advisory Committee with a term ending date of January 1, 2024. (District 2- Supervisor John M. Phillips)
Attachments: [Notification to Clerk of Appt- Cutler](#)
13. Appoint Glen Alameda to the Agricultural Advisory Committee with a term ending date of June 30, 2021. (District 2- Supervisor John M. Phillips)
Attachments: [Notification to Clerk of Appt- Alameda](#)
[Glen Alameda - Resume](#)
14. Appoint Bree Harlan to the Big Sur Multi-Agency Advisory Committee representing Big Sur Resident- South Coast. (District 5- Supervisor Mary L. Adams)
Attachments: [Notification to Clerk of Appt- Harlan](#)
15. Reappoint Salvador Munoz to the Monterey County Historic Resources Review Board with a term ending date of January 12, 2021. (District 1- Supervisor Luis A. Alejo)
Attachments: [Notification to Clerk of Appt Salvador Munoz - 2021](#)

Other Board Matters

16. Board Comments
17. County Administrative Officer Comments and Referrals
Attachments: [REVISED - Referrals 1-12-21 \(ADDED VIA SUPPLEMENTAL\)](#)
18. a. Consider approval of the assignment of members of the Board of Supervisors and County staff to serve on boards, committees, and commissions for calendar year 2021;
b. Consider modifying the charge and name of the Health, Housing and Human

Services Committee to the Health, Homelessness and Human Services Committee;
c. Consider formation of an Affordable Housing Committee;
d. Consider formation of a COVID-19 Communications Ad Hoc Committee;
e. Consider adoption of a practice of rotating the appointment of Board members to serve on the Local Agency Formation Commission (LAFCO); and,
f. Consider disbanding the Fort Ord Committee, Ad Hoc 2020 Census Steering Committee, and the COVID-19 Non-Hospital Medical/Personal Services Ad Hoc Committee.

Attachments: [Board Report](#)

[EXHIBIT A - 2021 Proposed Appointments](#)

[EXHIBIT B - Memo-Chair Committee Recommendations](#)

19. General Public Comments

This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board of Supervisors. Board members may respond briefly to the statement made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Board at a future meeting.

10:30 A.M. - Scheduled Matters

- 20.** Continue to February 2, 2021, a public hearing to consider:
- An appeal by Rosana Rader and Michael Smith from the July 30, 2020 decision of the Zoning Administrator to approve a Design Approval for a fence ranging in height from four (4) to six (6) feet for property located at 99 Second Street, Spreckels [PLN190255 - SMITH & RADER (APN 177-061-003-000)]; and
 - Waiving the County appeal fee.

Attachments: [Board Report](#)

- 21.**
- Conduct a public hearing, close the public comment period, and approve an amendment to Monterey County's Community Development Block Grant (CDBG) 2019-2020 Program Annual Action Plan to increase the amount available by \$1,049,326 in additional CDBG Coronavirus funding.
 - Accept funds for the Community Development Block Grant (CDBG)-CV3, CARES Act through the Housing and Urban Development (HUD) Secretary in the amount of \$1,049,326 and approve an amendment to the FY 19/20 HUD Action Plan to program CARES Act funds.; and
 - Authorize and direct the Auditor-Controller to receive funds and amend the FY 20-21 Adopted Budget, General Fund, Fund 0013, Housing and Economic Development appropriation unit CAO042 to increase appropriations and revenue by \$1,049,326 financed by the CDBG-CV3 grant funds (4/5th vote required).
 - Approve the Urban County Standing Committee's December 18, 2020

recommendation to allocate \$1,049,326 to the United Way of Monterey County to provide rental assistance to income-qualified households in the Urban County's service area.

Attachments: [Board Report](#)

[Attachment A Draft 4th Sub Amend to 2019 2020 Annual Action Plan CLEAN](#)

[Attachment B Draft 4th Sub Amend to 2019 2020 Annual Action Plan REDLINE](#)

[Attachment C - Draft Resolution](#)

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

1:30 P.M. - Scheduled Matters

22.
 - a. Briefing and update on COVID-19, including impacts, and action, proposals and plans to address (verbal report);
 - b. Provide direction to staff to address COVID-19
23.
 - a. Receive an update on the development of metrics for the Community Outreach and Education Pilot Project ("Pilot Project"), a County-wide project responding to the disparate impacts of the COVID-19 pandemic on Communities of Color residing in the census tracts of the lowest quartile of the Healthy Places Index (HPI Census Tracts); and
 - b. Provide direction to staff as appropriate.

Attachments: [Board Report](#)

[ATTACHMENT A CHW Performance Measurement Framework](#)

24. Adopt a Resolution to:
 - a. Amend RES 20-1066 and authorize the Office of Emergency Services to utilize funds approved under RES 20-1066 to reimburse costs incurred by the County departments for Disaster Service Workers assignments as part of the COVID-19 response efforts which cannot be covered by other revenues already approved by the Board (4/5th vote required).

Attachments: [Board Report](#)

[BOS Resolution DSW Funding 1.12.21](#)

25. Public hearing to consider an appeal by Nina Beety from the October 29, 2020 Zoning Administrator decision approving a Coastal Development Permit adding a 12-foot tower extension for a wireless communication facility on an existing 130.5-foot PG&E steel lattice tower located at 745 Dolan Road, Moss Landing

(APN: 131-054-010-000, PLN200128/AT&T Mobility)

Attachments: [Board Report](#)
[Attachment A - Draft Resolution](#)
[Attachment B - Appeal Letter In-line Responses \(bs\)](#)
[Attachment C - Radio Frequency Report](#)
[Attachment E - Site Coverage Map](#)
[Attachment F - Vicinity Map](#)
[Attachment G - North County LUAC Minutes](#)

26. Public hearing to consider an appeal by Lidia Woytak from the November 4, 2020, decision of the Monterey County Chief of Planning approving a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN160608/Bailey) to reduce the overall development footprint of the previously-approved project within the same general footprint of the previously approved project and within existing disturbed and hardscape areas. [PLN160608-AMD1/La Resaca LLC, 3257 17-Mile Drive, Pebble Beach (APN: 008-461-010-000)]
- Proposed CEQA Action:** Consider Addendum to previously adopted Mitigated Negative Declaration

Attachments: [Board Report](#)
[Attachment A - Discussion](#)
[Attachment B - Draft Resolution](#)
[Attachment C - Notice of Appeal](#)
[Attachment D - Vicinity Map](#)
[Attachment E - Addendum](#)
[Attachment F - Mitigated Negative Declaration](#)
[Attachment G - Chief of Planning Resolution No. 20-049, dated Nov. 4 2020](#)
[Attachment H - HRRB Resolution No. 20-005, dated October 1, 2020](#)
[Attachment I - PC Resolution No. 18-013, dated March 28, 2018](#)
[Attachment J - HRRB Resolution No. PLN160608, dated October 5, 2017](#)
[Attachment K - Del Monte Forest LUAC minutes for October 5, 2017](#)

27. Public hearing (continued from October 20, 2020) to consider:
- An appeal by Don and Barbara Chapin from the August 12, 2020 Planning Commission decision denying an application (PLN170296/Cabrera/The Chapin Living Trust) for commercial cannabis retail activities, commercial cannabis non-volatile manufacturing activities, and cannabis cultivation within an existing greenhouse and associated buildings in the Farmland zoning district, located at 115 & 115-A Monterey Salinas Highway (McShane's Nursery), Salinas (APN: 207-131-004-000 and 207-131-005-000); and
 - Provide direction on options for amendment to General Plan and zoning for the

application.

Proposed CEQA Action: to be determined with processing of application and General Plan or zoning amendments

Attachments: [Board Report](#)

[Attachment A - October 20, 2020 Board Report](#)

Read Out from Closed Session by County Counsel

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

Adjournment

Supplemental Sheet, Consent Calendar**Natividad Medical Center**

28. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-14083) with Health Management Associates, Inc. for consulting services associated with patient alignment, county ambulatory clinics and health plan member access for Natividad, extending the agreement an additional one (1) year period (January 2, 2021 through January 1, 2022) for a revised full agreement term of January 2, 2017 through January 1, 2022, with no increase to the total agreement amount of \$380,000.

Attachments: [Board Report](#)
[Health Management Associates Inc Amendment 5](#)
[Health Management Associates Inc Amendment 4](#)
[Health Management Associates Inc Amendment 3](#)
[Health Management Associates Inc Amendment 2](#)
[Health Management Associates Inc Amendment 1](#)
[Health Management Associates Inc Agreement](#)

29. a. Authorize advance step placement of Lawanda Janine Bouyea at Step 5 of the Hospital Assistant Administrator salary range in accordance with Personnel Policies and Practices Resolution (PPPR) #98-394, Sections A.1.11.1, A.1.11.4 and A.1.11.5, effective May 26, 2018.

Attachments: [Board Report](#)

Health Department

30. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement with Turning Point of Central California, Inc. (TP Inc.) retro-active to November 1, 2020, extends the term date by one year and maintains the current Agreement amount of \$706,322 for a revised term of February 12, 2018 - June 30, 2021.

Attachments: [Board Report](#)
[Amendment No 2](#)
[Amendment No 1](#)
[Agreement](#)

31. a. Accept a Grant Award of up to \$1,826,083 funded by the Department of Health Care Services Behavioral Health Integration (BHI) Incentive Program and administered by the Central California Alliance for Health (CCAH) to fund activities increasing behavioral health integration in a primary care setting; and
- b. Ratify execution by the Director of Health of a Memorandum of Understanding (MOU)#0120-MCHD-CS-BHI2 between the County of Monterey Health Department, on behalf of its Clinic Services Bureau (Clinic Services) and Central California Alliance for Health (CCAH), for activities to increase behavioral health integration capacity under the Department of Health Care Services' Behavioral Health Integration Incentive Program for the program period January 1, 2021 to December 31, 2022.

Attachments: [Board Report](#)
[DHCS BHI Incentive Program MOU 12.18.20](#)

Department of Social Services

32. Consider a resolution to:
- a. Authorize the Director of Social Services to submit an application for the Homeless, Housing Assistance and Prevention (HHAP) Round 2 funding through the California Homeless Coordinating Financing Council in the Business Consumers Services and Housing Agency in the amount of \$1,207,830;
- b. Authorize the Director of Social Services to submit a budget modification to the HHAP Round 1 budget to move funds to support urgent services for homeless including implementation of Project Homekey in Monterey County;
- c. Approve an increase in appropriations and estimated revenues of \$582,314 for Social Services Community Programs Budget Unit 001-5010-SOC004-8258 in the FY 2020-21 Adopted Budget; financed by HHAP Round 1 and 2 funding (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget by increasing appropriations and estimated revenues by \$582,314 in Social Services Community Programs Adopted Budget 001-5010-SOC004-8258 (4/5ths Vote Required).

Attachments: [Board Report](#)
[Resolution](#)
[Attachment # 1 - HHAP Round 1 Budget Plan](#)
[Attachment # 2 - HHAP Round 2 Budget Plan](#)

Criminal Justice

33. Adopt a Resolution to:
- Approve and authorize the Auditor-Controller to amend the FY 2020-21 Sheriff-Coroner's Adopted Budget by increasing appropriations and estimated

revenue by \$392,350, Fund 001, Appropriation Unit SHE003, financed by an operating transfer from 2011 Public Safety Realignment, Fund 022, Appropriation Unit PRO002 for the purchase of jail equipment. (4/5 vote required)

Attachments: [Board Report](#)
[Draft Resolution AB109](#)

General Government

- 34.**
- a. Approve and Authorize Amendment No. 3 to the Digital Library Reserve Content Service Plan Application Services Agreement between the County of Monterey, on behalf of Monterey County Libraries, and OverDrive, Inc., increasing the amount not to exceed from \$200,000 to \$450,000, to continue receiving license and hosting services for downloadable library services.
 - b. Authorize the Director of Monterey County Free Libraries, or his/her Designee, to sign Amendment No.3 to the Digital Library Reserve Content Service Plan Application Services Agreement between the County of Monterey, in behalf of Monterey County Free Libraries and OverDrive, Inc.

Attachments: [Board Report](#)
[OverDrive - Renewal and Amendment 3- signed by OverDrive](#)
[Board Order - OverDrive 11 24 19 to 11 24 22](#)
[Board Order and Renewal Amendment No. 1](#)
[OVERDRIVE CONTRACT](#)

- 35.**
- a. Authorize the Director of Information Technology or his designee to execute Amendment No. 1 to the Memorandum of Understanding with Bridgepointe Technologies, to extend the MOU to provide brokerage services with Verizon, FirstNet, Comcast, and other telecommunications sources at discounted prices, in addition to AT&T and to extend the term to August 29, 2024;
 - b. Authorize the Director of Information Technology or his designee to sign order forms and associated documents for purchase of telecommunication services through Bridgepointe Technologies; and
 - c. Accept non-standard contract provisions as recommended by the Director of Information Technology.
 - d. Authorize the Director of Information Technology or his designee to sign up to three (3) extensions, subject to County Counsel review and provided the terms of the agreement remain substantially the same.

Attachments: [Board Report](#)
[BridgePointe Memo of Understanding](#)
[Bridgepoint Amend No. 1](#)

36. a. Approve and authorize the Library Director and/or her Designee to accept a grant from the California State Library in the amount of \$250,000 to purchase a new North County Bookmobile; and
- b. Approve and authorize the Library Director and/or her Designee to sign an agreement with Farber Specialty Vehicles, Inc., effective March 1, 2021 through March 31, 2022 in an amount not to exceed \$370,000 to construct and deliver the Bookmobile.

Attachments: [Board Report](#)
[County Standard Agreement MCFL w/Farber Specialty Vehicles, Inc.](#)
[Scope of Work EX A - Farber Specialty Vehicles Inc](#)
[Monterey County No BKM SVBT-023 Award \(2\)](#)
[Grant Agreement & Certification of Compliance](#)
[CIP funding - North BKM project FY 21-22](#)
[Full Quote - Including Graphics](#)

37. a. Approve and authorize the Monterey County Contracts/Purchasing Officer or Contracts/Purchasing Office Supervisor to sign an Agreement with Advanced Fire & Rescue Service Inc. to provide fire and rescue services to WeatherTech Raceway Laguna Seca Raceway (WRLS) retroactive to January 1, 2021 through December 31, 2021, for an amount not to exceed \$1,100,000; and,
- b. Approve and authorize the Monterey County Contracts/Purchasing Officer or Contracts/Purchasing Office Supervisor to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$110,000) of the agreement amount and do not significantly change the scope of work.

Attachments: [Board Report](#)
[Advanced Fire Rescue Service Agrmt w/ Exhibits A and B](#)

Community Services Department and Housing and Community Development

38. a. Approve an Agreement for Purchase of Real Property to purchase a Permanent Roadway Easement, and a Temporary Construction Easement, (3.372 acres, and 0.325 acres respectively) between the County of Monterey and Yuki Nojo, LLC., (APN 207-032-004), in the amount of \$331,690 for right-of-way for the construction of Davis Road Bridge Replacement and Road Widening project, Project No. 3600; and
- b. Authorize the Director of Public Works, Facilities, and Parks or their designee to execute the Agreement for Purchase of Real Property to purchase a Permanent Roadway Easement, and a Temporary Construction Easement.
- c. Authorize the Director of Public Works, Facilities, and Parks or their designee to accept the Permanent Roadway Easement and execute the Certificate of Acceptance and Consent to Recordation.

Attachments: [Board Report](#)
[Attachment A - Project Budget](#)
[Attachment B - Location Map](#)
[Attachment C - Purchase Agreement Yuki MGP Digital Counterpart 10-29-20](#)
[Attachment D- Easement Deed Yuki Nojo, LLC](#)

39. Introduce, waive reading, and set February 2, 2021, at 1:30 p.m., as the date and time to consider adoption of an ordinance amending Chapter 16.10 of the Monterey County Code related to regulations to prohibit metal detection activity on the former Fort Ord in the unincorporated area of Monterey County [REF200039 - Metal Detection Prohibition].

Proposed CEQA Action: Categorically exempt per CEQA Guidelines section 15308.

Attachments: [Board Report](#)
[Attachment A - Chapter 16.10 Digging and Excavation on former Fort Ord](#)
[Attachment B - Proposed Ordinance Amending Chapter 16.10](#)

40. a. Approve Amendment No. 2 to Professional Services Agreement No. A-13429, Multi-Year Agreement #3000*2979, with Cal Engineering & Geology, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount not-to-exceed \$400,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022;
- b. Approve Amendment No. 2 to Professional Services Agreement No. A-13430, Multi-Year Agreement #3000*2980, with Earth Systems Pacific to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount not-to-exceed \$400,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022;
- c. Approve Amendment No. 3 to Professional Services Agreement No. A-13432, Multi-Year Agreement #3000*2983, with Moore Twining Associates, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$200,000 for a total amount not-to-exceed \$700,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022;
- d. Approve Amendment No. 3 to Professional Services Agreement No. A-13435, Multi-Year Agreement #3000*2986, with Professional Service Industries, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount not-to-exceed \$600,000 and

extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022; and

e. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 and Amendment No. 3 to each Professional Services Agreement and future amendments to each Agreement where the amendments do not significantly alter the scope of work or increase the approved amount of each Agreement.

Attachments: [Board Report](#)

[Attachment A - Summary of PSAs](#)

[Attachment B - Summary of PSAs Annual Expenditures and Balance](#)

[Attachment C - Amendment No. 2 to PSA with Cal Engineering & Geology Inc.](#)

[Attachment D - Amendment No. 2 to PSA with Earth Systems Pacific.](#)

[Attachment E - Amendment No. 3 to PSA with Moore Twining Associates Inc.](#)

[Attachment F - Amendment No. 3 to PSA w/Professional Service Industries Inc.](#)

[Attachment G - Amendment No. 1 to PSA Cal Engineering & Geology Inc.](#)

[Attachment H - PSA with Cal Engineering & Geology Inc.](#)

[Attachment I - Amendment No. 1 to PSA with Earth Systems Pacific.](#)

[Attachment J - PSA with Earth Systems Pacific.](#)

[Attachment K - Amendment No. 2 to PSA with Moore Twining Associates Inc.](#)

[Attachment L - Amendment No. 1 to PSA with Moore Twining Associates Inc.](#)

[Attachment M - PSA with Moore Twining Associates, Inc.](#)

[Attachment N - Amendment No. 2 to PSA w/Professional Service Industries Inc.](#)

[Attachment O - Amendment No. 1 to PSA w/Professional Service Industries Inc.](#)

[Attachment P - PSA with Professional Service Industries, Inc.](#)

Addenda/Supplemental

41.

ADDENDA

Added to Ceremonial Resolutions

- 2.1 Resolution Condemning the Violent, Seditious Actions at Our National Capitol Incited by President Donald Trump. (Full Board - Supervisor Alejo)

SUPPLEMENTAL

Revised Other Board Matters

17. Added attachment: REVISED - Referrals 1-12-21



Monterey County

Item No.1

Board Report

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

Legistar File Number: CS 21-001

January 12, 2021

Introduced: 1/4/2021

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

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

a. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.

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

(1) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado

Employee Organization(s): All Units

(2) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado Employee Organization(s): Unit S

(3) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado Employee Organization(s): Units F, H and S

(4) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado Employee Organization(s): Units F and J

c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Leo Gillespie (Worker's Compensation Appeals Board case no. ADJ10561467)

(2) Shaheen Jorgensen (Worker's Compensation Appeals Board case no. ADJ11889496)

(3) Mark Simar (Worker's Compensation Appeals Board case no. ADJ10938649)

(4) Mark Simar (Worker's Compensation Appeals Board case no. ADJ12140890)

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

e. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

f. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Administrative Officer.

g. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Counsel.

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

(1) Property: 259-261-003-000, 259-261-004-000 and 259-261-005-000

Agency Negotiator(s): County Counsel

Negotiating Parties: Don Chapin Company

Under negotiation: Price and terms

i. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the Natividad Medical Center Chief Executive Officer.

j. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding two matters of potential initiation of litigation.



Monterey County

Item No.2

Board Report

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

Legistar File Number: 21-021

January 12, 2021

Introduced: 1/4/2021

Version: 1

Current Status: Consent Agenda

Matter Type: General Agenda Item

Approval of Consent Calendar Items No. 28 through 40.



Monterey County

Item No.2.1

Board Report

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

Legistar File Number: CR 21-003

January 12, 2021

Introduced: 1/8/2021

Current Status: Ceremonial Resolution

Version: 1

Matter Type: Ceremonial Resolution

Resolution Condemning the Violent, Seditious Actions at Our National Capitol Incited by President Donald Trump. (Full Board - Supervisor Alejo) (ADDED VIA ADDENDA)

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

Resolution No.:

Resolution Condemning the Violent, Seditious Actions at Our National Capitol Incited by President Donald Trump.

WHEREAS, On January 6, 2021, our nation witnessed violent, seditious actions by a terrorist mob who overtook our Nation’s Capitol, causing destruction, violence and death; and

WHEREAS, President Donald Trump incited these mobs with his words and his use of social media prior and during the day; and

WHEREAS, President Trump later responded to these treasonous acts by calling the mobs “special people,” affirming their anger and continuing his false “stolen election” narrative; and

WHEREAS, It was horrific to witness sedition, treason, and domestic terrorism today, broadcast live around the globe; and

WHEREAS, For sedition and treason to occur with limited moderation by law enforcement and with sustained occupation of our Nation’s Capitol, places democracy in danger around the world; and

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all its residents thereof, hereby condemn the criminal act of sedition by President Donald Trump and the violent, destructive and treasonous acts of his loyalists against the United States of America, the United States Congress and the Constitution of the United States. We urge that President Trump and all those responsible to be met with swift justice and vigorous prosecution in defense of our democracy. Furthermore, we call on Congress to bring articles of impeachment against President Donald Trump.

RESOLVED, That the Clerk of the Monterey County Board of Supervisors transmit copies of this resolution to House Speaker Nancy Pelosi, Senate Minority Leader Chuck Schumer, Congressman Jimmy Panetta, U.S. Senators Diana Feinstein and Kamala Harris and to our Monterey Bay State Legislators.

PASSED AND ADOPTED on this ___ day of ___ 2021, 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



Monterey County

Item No.3

Board Report

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

Legistar File Number: APP 21-016

January 12, 2021

Introduced: 1/6/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Ron Dillender to the Community Restorative Justice Commission as an Educators Representative with a term ending date of January 12, 2024. (Full Board)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office

From: (BCC or District Office): Elizabeth Crooks-Community Restorative Justice Commission

Board of Supervisors Meeting Date: January 12, 2021

Name of Board, Commission, or Committee: Community Restorative Justice Commission

Representing: Educators Representative

Name and address of Appointee: Ron Dillender

Phone Numbers: Cell:

Email:

Terms Check one:

New Term X

Reappointment X

Filling an unexpired term _____ (if checked, list who is being replaced and reason below)

Replacing which member: _____

NEW TERM EXPIRATION DATE: 01/12/24

Maddy Act Regulations:

If applicable, check below regarding the reason for the unexpired term:

Resignation of member _____

Death of member _____

Member did not complete term _____

Other: Cheryl has been representing District IV victim representative. She resides in District II and will now be representing District II victim representative, which has been vacant.

TERM EXPIRATION DATE: _____

Clerks use: _____ Web updated _____ Maddy Book updated _____ Added to Legistream agenda _____ COI _____ Form Updated 07-16-15



Monterey County

Item No.4

Board Report

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

Legistar File Number: APP 21-017

January 12, 2021

Introduced: 1/6/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Appoint Libby Sofer to the IHSS Advisory Council with a term ending date of January 1, 2023. (Full Board)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office

Date forwarded to Clerk: 12/18/20

From: (In-Home Supportive Services Advisory Council) **Commission on Disabilities**

Board of Supervisors Meeting Date: **1/12/21**

Name of Board, Commission, or Committee: IHSS Advisory Council

Name and Address of Appointed: Libby Sofer

Telephone Number of Appointee: (Work)
(Cell) N/A
(Home) N/A
(e-Mail)

Check one:

New Term

Reappointment

Filling an unexpired term (if checked, list who is being replaced and reason below)

Replacing which member:

Maddy Act Regulations:

If applicable, check below regarding the reason for the unexpired term:

Resignation of member _____

Death of member _____

Member did not complete term _____

Other _____

TERM EXPIRATION DATE: January 1, 2023

Clerks use: Web updated Maddy Book updated Added to Legistream agenda COI

Form Updated 05-15-13



Monterey County

Item No.5

Board Report

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

Legistar File Number: APP 21-018

January 12, 2021

Introduced: 1/6/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Jillian Kramm to the Spreckels Memorial District with a term ending date of December 31, 2024. (District 3- Supervisor Chris Lopez)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office

Date forwarded to Clerk: 01/06/2020

From: **Supervisor Chris Lopez, District 3**

Board of Supervisors Meeting Date: **January 12, 2021**

Name of Board, Commission, or Committee: Spreckels Memorial District

Name and Address of Appointee:
Jillian Kramm

Telephone Number of Appointee: (Work)
(Cell)
(Home)

Check one:

New Term _____

Reappointment XX

Filling an unexpired term _____ (if checked, fill in who is being replaced and reason below)

Replacing which member: _____

Maddy Act Regulations:

If applicable, check below regarding the reason for the unexpired term:

Resignation of member _____

Death of member _____

Member did not complete term _____

Other Member was on vacation during 11/3/2020 election filing period and was not able to file for re-election. There were no new filers for this position for 11/3/2020 election.

TERM EXPIRATION DATE: 12/31/2024

Clerks use: _____ Web updated _____ Maddy Book updated _____ Added to Legistream agenda



Monterey County

Item No.6

Board Report

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

Legistar File Number: APP 21-019

January 12, 2021

Introduced: 1/6/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint James Bass to the Community Restorative Justice Commission with a term ending date of January 12, 2024. (Full Board)

[Enter Text Here]



Monterey County

Item No.7

Board Report

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

Legistar File Number: APP 21-020

January 12, 2021

Introduced: 1/6/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Angie Ortega to the Community Restorative Justice Commission with a term ending date of January 12, 2024. (Full Board)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office

From: (BCC or District Office): Elizabeth Crooks-Community Restorative Justice Commission

Board of Supervisors Meeting Date: January 12, 2021

Name of Board, Commission, or Committee: Community Restorative Justice Commission

Representing: Victim Representative- District 1

Name and address of Appointee: Angie Ortega

Phone Numbers:

Email:

Terms Check one:

New Term

Reappointment

Filling an unexpired term _____

Replacing which member: _____

NEW TERM EXPIRATION DATE: January 12, 2024

Maddy Act Regulations:

If applicable, check below regarding the reason for the unexpired term:

Resignation of member _____

Death of member _____

Member did not complete term _____

Other:

TERM EXPIRATION DATE: N/A

Clerks use: _____ Web updated _____ Maddy Book updated _____ Added to Legistream agenda _____ COI

Form Updated 07-16-15



Monterey County

Item No.8

Board Report

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

Legistar File Number: APP 21-021

January 12, 2021

Introduced: 1/6/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Appoint Saren Pierson to the Spreckels Memorial District with a term ending date of December 31, 2024. (District 3- Supervisor Chris Lopez)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office

Date forwarded to Clerk: January 6, 2021

From: **Supervisor Chris Lopez, District 3**

Board of Supervisors Meeting Date: January 12, 2021

Name of Board, Commission, or Committee: Spreckels Memorial District

Name and Address of Appointee:

Saren Pierson

Telephone Number of Appointee: (Work)

(Cell)

(Home)

Check one:

New Term XX

Reappointment _____

Filling an unexpired term _____ (if checked, fill in who is being replaced and reason below)

Replacing which member: Ron Eastwood

Maddy Act Regulations:

If applicable, check below regarding the reason for the unexpired term:

Resignation of member _____

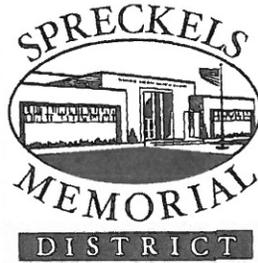
Death of member _____

Member did not complete term _____

Other: Appointed to fill term expired 12/31/2020 Former member did not seek reelection. There were no new filers for 11/3/2020 election.

TERM EXPIRATION DATE: 12/31/2024

Clerks use: _____ Web updated _____ Maddy Book updated _____ Added to Legistream agenda



Application for Appointment to fill Board Vacancy

[Instructions: Please fill in all applicable information, then read the “Board Member Qualifications and Expectations” section and sign at the bottom. All applicants please attach a letter describing their experience, qualifications and reason they wish to seek this appointment. Please mail all documents to the District address below or email scanned documents to the Districts email address.]

NAME SAREN PIERSON

RESIDENTIAL ADDRESS _____

MAILING ADDRESS [IF DIFFERENT FROM ABOVE] _____

PHONE _____ EMAIL _____

ARE YOU A REGISTERED VOTER IN MONTEREY COUNTY? YES

Board Member Qualifications and Expectations

District Information:

1. Spreckels Memorial District is one of forty two Independent Special Districts of Monterey County. The purpose of the district is to manage Spreckels Veteran’s Memorial Building and Spreckels Memorial Park under CA Military and Veterans Code, Sections 1170-1259, et seq.
2. Oversight of the District is by an elected Board of Directors, of which there are five positions. Three board positions must be reserved for military veterans. Directors serve terms of four years and are subject to reelection on the odd numbered years. Terms are staggered to have two or three board positions up for reelection every two years. **According to the CA Military and Veteran’s Code, three of the five board positions must be reserved for military veterans. If no veterans apply, the board may choose to appoint a non-veteran to the position.**

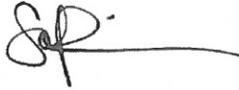
3. SMD is funded by a property tax benefit assessment of \$95 per parcel, totaling \$32,600 per year, and a share of the 1% property tax, totaling \$155,600. The district also receives \$15,000-\$20,000 per year in rental income from the Memorial Building.
4. District staff consists of a part-time Business Manager/Board Clerk and the Memorial Building and Park Caretaker.

Applicant Qualifications and Expectations:

1. Directors for SMD are constitutional elected officials and are required to file the Form 700 Statement of Economic Interests with Monterey County on a yearly basis.
2. Directors must be registered voters and reside within district boundaries shown on the District map.
3. Regular SMD board meetings are held the first Wednesday of every month at 6:30 pm at the Memorial Building meeting room. Board members are expected to attend these and any Special Meetings called by the Board President. Meetings are held in accordance with the Brown Act for open governmental meetings.
4. This is an unpaid position.

I have read and understand the information provided above.

Applicant Signature _____



Applicant Printed Name SAREN PIERSON

Date 12 NOV 2020



Monterey County

Item No.9

Board Report

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

Legistar File Number: APP 21-023

January 12, 2021

Introduced: 1/6/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Tim K. West to CSA 45- Advisory Committee with a term ending date of January 1, 2024. (District 2- Supervisor John M. Phillips)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office

Date forwarded to Clerk: January 4, 2021

From: (BCC or District Office): Supervisor John M. Phillips, 2nd District

Board of Supervisors Meeting Date:

January 12, 2021

Name of Board, Commission, or Committee:

CSA 45 –Advisory Committee

Name and Address of Appointee:

Tim K. West

Phone:

Email Address:

Check one:

New Term

Reappointment X_____

Filling an unexpired term _____ (if checked, list who is being replaced and reason below)

Replacing which member:

TERM EXPIRATION DATE:

Maddy Act Regulations:

If applicable, check below regarding the reason for the unexpired term:

Resignation of member X

Death of member

Member did not complete term

Other

TERM EXPIRATION DATE:

1 January 2024

Clerks use: _____ Web updated _____ Maddy Book updated _____ Added to Legistream agenda _____ COI _____ Form Updated 07-16-15



Monterey County

Item No.10

Board Report

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

Legistar File Number: APP 21-024

January 12, 2021

Introduced: 1/6/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Appoint Cynthia Suverkrop to CSA-45 Advisory Committee with a term ending date of January 1, 2024. (District 2- Supervisor John M. Phillips)

[Enter Text Here]



Monterey County

Item No.11

Board Report

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

Legistar File Number: APP 21-025

January 12, 2021

Introduced: 1/6/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Alex Rouch to the CSA-45 Advisory Committee with a term ending date of January 1, 2024. (District 2- Supervisor John M. Phillips)

[Enter Text Here]



Monterey County

Item No.12

Board Report

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

Legistar File Number: APP 21-026

January 12, 2021

Introduced: 1/6/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Andria Cutler to CSA-45 Advisory Committee with a term ending date of January 1, 2024. (District 2- Supervisor John M. Phillips)

[Enter Text Here]



Monterey County

Item No.13

Board Report

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

Legistar File Number: APP 21-027

January 12, 2021

Introduced: 1/6/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Appoint Glen Alameda to the Agricultural Advisory Committee with a term ending date of June 30, 2021. (District 2- Supervisor John M. Phillips)

[Enter Text Here]

Glen Alameda

Education

Business Administration with Finance Concentration
California Polytechnic State University, San Luis Obispo (2010 – 2014)

CEA Study Abroad Program, University of New Haven
Barcelona, Spain (2012)

Master of Science, Food Industry Leadership
University of Southern California, Los Angeles (2020 – Current)

Professional Experience

Ocean Mist Farms - Castroville, CA

Logistics Manager

July 2017 – Current

Ocean Mist Farms is the largest grower of fresh artichokes in the United States. Our mission is to provide our customers with only the very best quality artichokes and other fresh vegetables with uncompromising service... every day.

- Manage a department that oversees shipments from five distribution centers totaling 24 million cases annually
- Create and manage a budget of \$6.2 million
- Build and manage freight carrier portfolio for a delivered sales program
- Designed, implemented and trained staff on Famous Systems and Famous Warehouse Management
- Analyzing data to determine product availability to allow for accurate and timely load forecasting
- Working alongside sales, shipping and harvesting to meet customers' needs
- Responding to unplanned supply disruptions and providing solutions for chronic issues
- Familiar with the food industry, focusing on the intricacies of supply chain and the farm to fork process
- Logistics management (designing platforms, implementing technology and analyzing efficiencies)

Value Added Assistant

May 2014 – July 2017

- Analyzed production metrics to lower costs and gain efficiencies
- Designed an efficient layout for current production and future growth in both Castroville and Coachella
- Created and implemented a cost model for all value-added packs for Ocean Mist accounting and subsidiary companies
- Worked alongside Sales and R&D in designing, costing, processing and developing new products

American Ag Credit - Napa, CA

Financial Analyst Intern

June 2013 – September 2013

Premiere agricultural lender who provides credit and credit-related services to eligible borrowers for qualified agricultural purposes. As part of the Farm Credit System, they provide financing, leasing, appraisal, and insurance services.

- Assisted loan lender process – reviewing application, performing analyses, analyzing credit reports and providing recommendations
 - Gained experience and understanding in the lending industry
 - Expanded agricultural network
-

Skills

- | | | |
|---------------------------------|---------------------------|-------------------------|
| • Microsoft & Adobe Suite | • Project management | • Adaptability |
| • Famous Systems | • Data mining | • Organized & efficient |
| • Streamline Business Analytics | • Supply chain management | • Team development |
-

- Board Member, Ag Against Hunger
- Grower-Shipper Leadership Group
- Board Member Artichoke Festival

Related Experiences

- Speaker at FreshPackMoves 2018
- Board Member, N Monterey County Foundation
- Family Business Conference Attendee **51**



Monterey County

Item No.14

Board Report

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

Legistar File Number: APP 21-028

January 12, 2021

Introduced: 1/6/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Appoint Bree Harlan to the Big Sur Multi-Agency Advisory Committee representing Big Sur Resident- South Coast. (District 5- Supervisor Mary L. Adams)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board’s Office
From: Colleen Courtney for Supervisor Mary L. Adams
Board of Supervisors Meeting Date: January 12, 2021

Name of Board, Commission, or Committee: Big Sur Multi-Agency Advisory Committee

Representing: Big Sur Resident – South Coast

Name and address of Appointee: Bree Harlan

Phone Numbers:

Cell:

Home:

Business:

Email:

Terms Check one:

New Term

Reappointment

Filling an unexpired term

(if checked, list who is being replaced and reason below)

Replacing which member: Anneliese Agren

TERM EXPIRATION DATE: January 12, 2023

Maddy Act Regulations:

If applicable, check below regarding the reason for the unexpired term:

Resignation of member

Death of member

Member did not complete term

Other _____

TERM EXPIRATION DATE: July 7, 2021

Clerks use: _____ Web updated _____ Maddy Book updated _____ Added to Legistream agenda _____ COI _____ Form Updated 07-16-15



Monterey County

Item No.15

Board Report

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

Legistar File Number: APP 21-029

January 12, 2021

Introduced: 1/7/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Salvador Munoz to the Monterey County Historic Resources Review Board with a term ending date of January 12, 2021. (District 1- Supervisor Luis A. Alejo)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office _____ Date forwarded to Clerk: January 7, 2021

From: (District or Committee) _____ District 1 Monterey County Historic Resources Review Board

Board of Supervisors Meeting Date: _____ January 12, 2021

Name of Board, Commission, or Committee: Monterey County Historic Resources Review Board

Name and Address of Appointee: _____ Salvador Munoz

Telephone Number of Appointee:

Email of Appointee:

Check one:

New Term _____

Reappointment _____ 1/12//2021

Filling an unexpired term ___ (if checked, list who is being replaced and reason below)

Replacing which member: _____

Maddy Act Regulations:

If applicable, check below regarding the reason for the unexpired term:

Resignation of member _____

Death of member _____

Member did not complete term _____

Other _____

TERM EXPIRATION DATE: 12/31/2023

Clerks use: _____ Web updated _____ Maddy Book updated _____ Added to Legistream agenda

Form Updated 10/13/08



Monterey County

Item No.16

Board Report

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

Legistar File Number: OBM 21-007

January 12, 2021

Introduced: 1/4/2021

Version: 1

Current Status: Board Comments

Matter Type: Other Board Matters

Board Comments



Monterey County

Item No.17

Board Report

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

Legistar File Number: OBM 21-008

January 12, 2021

Introduced: 1/4/2021

Current Status: County Administrative
Officer Comments and
Referrals

Version: 1

Matter Type: Other Board Matters

County Administrative Officer Comments and Referrals

Monterey County Board of Supervisors

MEETING:		January 12, 2021 - Other Board Matters - Revised							
SUBJECT:		Board Referrals Update							
DEPARTMENT:		County Administrative Office							
Item #	Brd Ref #	Assignment Date	Referred By	Lead Dept. Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
1	2016.02	4/12/16	Potter	HCD County Counsel	Girard/Holm	5/10/16	Short Term Rental (STR) Ordinance a) Prioritize completion of the STR rental ordinance by scheduling a final meeting of the STR Working Group; and b) Present a complete STR Ordinance to the Planning Commission; c) County Counsel respond to the Board re. County not engage in code violation citations while the STR ordinance is being developed.	Staff presented the draft vacation rental ordinances to the Board on November 17, 2020, and pursuant to Board direction, anticipate returning with recommendations to the Board February/March 2021.	Pending
2	2017.18	9/19/17	Board	HRD	Ramirez-Bough	10/24/17	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. A report will be presented to the Board in January 2021.	Pending
3	2017.20	11/19/19	Alejo	PWFP	Ishii	1/28/20	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.	Postponed
4	2017.21	9/26/17	Alejo	HCD/Econ. Dev.	Holm	12/12/17	Expand access to Accessory Dwelling Units (ADU) in Monterey County to address housing shortage in Monterey County.	An ordinance was adopted by the Board on September 15, 2020. Staff is developing a draft incentive program, such as reduced fees and expedited processing, for Board consideration in January 2021.	Pending
5	2018.15	6/5/18	Phillips./Alejo	HCD	Holm	7/17/18	Consider zoning changes to prohibit drilling for oil & gas north of King City	Present options for initiating amendments to County zoning to prohibit new oil and gas exploration in Monterey County except in the southern Salinas Valley, generally south of King City and east of the Santa Lucia range, so that it meets all legal requirements. RMA prepared options for consideration by the Planning Commission at a workshop held on 7/11/18. Referral postponed until Measure Z litigation is concluded.	Postponed

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept. Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
6	2018.16	6/26/2018	Alejo	County Counsel/Auditor-Controller	Girard/Shah	8/28/2018	Update County Travel Policy by County Counsel in coordination with the Auditor-Controller's Office.	<p>Monterey County's travel policy managed by the Auditor-Controller has not been updated in many years and today, it does not compare with current market prices or organizational procedures and may exceed legal requirements. The current policy creates barriers for county staff to be able to effectively represent county business at conferences, trainings or in litigation. This policy also conflicts with another travel policy found in the Personnel Policies and Practices Resolution (PPPR). This referral seeks to update the policies to account for inconsistencies, business needs, efficiency, market prices, whether government rates are available or whether the discounted lodging rooms were secured by conference organizers, such as the California State Association of Counties. This lack in clarity in the existing policy is costing unnecessary staff time and an update would modernize our policy with current standards. The new policy should meet Federal and State law while supporting business efficiency.</p> <p>A revised policy was presented to the Board on November 6, 2018. An updated memo was submitted to the Board. A revised policy will be presented to the Board in January March 2021.</p>	Pending
7	2018.28	12/4/2018	Phillips	HCD	Holm	12/11/2018	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. Staff will provide a memorandum to the Board in the near future.	Pending
8	2019.08	9/10/2019	Alejo	PWFP/GLA	Ishii/Chinulos	12/10/2019	State Funding for the Historic Old Monterey County Jail	A presentation of options for the disposition of the Old Jail was provided on September 10, 2019. The Board identified specific options and authorized Supervisor Alejo to pursue state funding match (\$10M) in the 2020 budget, which will be determined by June 2020. Meanwhile, RMA has coordinated with City staff on their Lincoln Avenue Corridor Master Plan efforts that includes an option for potential reuse of the old jail site. Due to the pandemic the Legislature did not entertain specific budget requests, such as that for the Old Jail. This item is now on hold until the State Budget situation improves	Postponed
9	2019.11	10/8/2019	Adams	Health/Environmental Health/Co Coun	Jimenez/Ramirez/Stirling	11/19/2019	Establish an Ordinance restricting the use of single-use plastics	Item continues to be postponed, as EHB staff met with environmental groups prior to the initial stay at home order. EHB also reached out to restaurant groups and reps, however none have participated as of this time. The draft has been undergoing editing with all the stakeholder ideas (which was very specific/prescriptive) in to a simpler version per the original Board referral. A draft will be provided to County Counsel for review and input. Outreach efforts will continue to be scheduled for input.	Postponed
10	2019.12	10/15/2019	Alejo & Adams	HCD	Holm/Swanson	12/10/2019	Strengthen Monterey County's ordinance regarding archeological on-site monitoring requirements for development projects to better protect Native American and other cultural resources and provide increased daily fines for violations to better ensure compliance.	RMA anticipates providing a report to the Board on June 16, 2020, that seeks Board consideration of prioritizing resources for this referral. Staff provided a presentation to the Board on June 16, 2020. Per Board direction, County Counsel and RMA conferred on the preparation of an ordinance. The first reading of the ordinance was presented to the Board on July 7, 2020. The final adoption of the ordinance was taken before the Board on July 28, 2020 and was continued to August 18, 2020. The Board considered this item on September 15, 2020. Based on Board direction, staff will be revising the ordinance and returning to the Board at a later date.	Pending
11	2019.18	12/10/2019	Parker	Health	Jimenez/Burnham	1/14/2020	Spay and Neuter Ordinance	Postponed to a later time due to pending and continued progress in increasing low cost neuter options in the community. Animal Services has begun a partnership with SNIP and has recently begun to offer free feral cats clinics for the public	Postponed

Item #	Brd Ref #	Assignment Date	Referred By	Lead Dept. Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
12	2020.01	12/14/2019	Alejo	CAO	Woods	7/7/2020	Formula-E Racing at Laguna Seca Raceway	To research and initiate efforts to attract the first Formula-E racing event to the WeatherTech Laguna Seca Raceway, the only event of its kind on the West Coast. The latest innovation in auto racing is electric-battery operated racing vehicles. Formula-E racing is the world's first electric street racing series that was inaugurated in 2014 and is sanctioned by FIA or the Federacion Internationale de l'Automobile headquartered in Paris. Like Formula 1, Formula-E is a racing championship with single-seater, open cockpit vehicles, and can reach 62 mph in 2.8 seconds, similar as their gas-powered counterpart. But their maximum speed is about 174 mph as compared to the Formula 1 cars at 230 mph. Formula-E currently takes place in New York City, Mexico City, Berlin, Seoul, Jakarta, Rome, Santiago, Diriyah, Marrakesh, Sanya, Paris and London. Long Beach was the only prior site on the west coast to hold races in the 2014-15 and 2015-16 racing seasons. With our close proximity to the Silicon Valley and the San Francisco Bay area, Laguna Seca Raceway is ideally located to hold such a global event and attract potential sponsors from the tech and electric-vehicle industry. It could also attract a new generation of fans from the tech sector. E-racing is the future of auto racing in the world and it also promotes cleaner and quieter vehicles/events. An event at Laguna Seca could also showcase the latest manufacturing of electric and hybrid racing and conventional vehicles from California and throughout the world. With the recent development of Stay in Place Order nationwide/worldwide the sport of racing had come to a sudden halt and interest in expansion of most racing series at new circuits was not an industry priority. Until racing, including e-formula resumes established circuit activities expansion is not a priority focus as priority focus will be on reestablishing the sport. Once racing has achieved a successful restart staff will begin exploration of new racing events, including but not limited to e-formula, timeline would be to initiate discussions in early 2021 with a potential deal in 2023.	Pending
13	2020.06	1/28/2020	Parker	PWFP	Ishii	3/10/2020	Install speed limit signs on West Camp/Watkins Gate Roads	Staff conducted a community town hall meeting on traffic issues on November 18, 2020. There was quite an attendance and traffic questions were answered - proposed speed zones were also presented. Staff will finalize a board memorandum and will be bringing back Title 12 updates through ordinance for the Board in early 2021.	Pending
14	2020.09	2/25/2020	Lopez	CAO	Chiuos	3/24/2020	Murals at the Government Center	Partner with the Arts Council of Monterey County to create murals on the walls of the stairways at the County Government Center located at 168 West Alisal. Staff will provide a Board report and presentation in late January May 2021.	Pending
15	2020.11	3/3/2020	Lopez & Alejo	CAO	Woods	4/7/2020	Investigate the feasibility and viability of the creation of a public bank to serve our local government needs.	The referral seeks for staff to investigate the feasibility and viability of the creation of a public bank to serve our local government needs, while not competing with our local and national banking institutions. Recently passed state legislation, AB 857, allows for the establishment of ten public banks in California to address the needs of California local governments. The County is a top rated credit agency and this allows ease of access to credit markets at favorable rates that are well subscribed County issuances. For this reason, as well as minimal County issuance activity, creation of a public bank is not recommended. If it is desired to create a public bank to increase access to credit for other public agencies, it is estimated that the cost to engage banking professionals could exceed \$100,000. Staff will bring a report in early January 2021 to the Board of Supervisors to determine the Board's interest in hiring banking industry professionals to engage in a feasibility study.	Pending
16	2020.12	3/3/2020	Phillips & Adams	CAO/PWFP	Vega/Ishii	4/7/2020	Consider funding options to increase the Pavement Condition Index of County roads to at least a "Fair" standard over the next ten years.	The referral seeks to establish funding for a program to increase the condition of our county roads over the next ten years that will reduce long term capital expenses. Staff has met to discuss options. Staff will need to access fiscal impacts from COVID-19 prior to responding to this referral. It is anticipated that staff will have the information needed by January 2021.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept. Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
17	2020.14	4/14/2020	Phillips	Social Services	Medina	4/21/2020	Provide funding support for the Food Bank of Monterey County	On April 21, 2020, the Board approved the allocation of \$250,000 to fund the Food Bank of Monterey County. An update on future plans for months six and twelve was provided to the Board on June 23, 2020, at which time the Board authorized an additional allocation in the amount of \$500,000. The Board directed that \$250,000 be issued at that time, with the remaining \$250,000 to be issued at a later time contingent upon the Food Bank providing needed data to complete a more comprehensive analysis. Staff anticipates providing an update to the Board in late January 2021.	Pending
18	2020.18	5/5/2020	Parker	Health	Jimenez	5/12/2020	Weekly report on progress to meet six State indicators for reopening	The referral requests a presentation to the Board and a weekly status report for the Board and Public that outlines actions being taken by the County to meet California's six indicators for modifying the stay-at-home order. The referral further requests a robust plan to communicate weekly status towards these six indicators via a digital dashboard that includes, at a minimum, the County staff/departments who are leading action on each indicator, outside agencies who share responsibility, metrics to measure our progress towards goals, and barriers and/or resources needed to make progress. Staff will provide weekly status updates as part of the COVID-19 updates provided during the Board of Supervisor meetings.	Ongoing
19	2020.22	7/7/2020	Phillips	CAO	Bokanovich	7/28/2020	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. Exceptions may be made for urgent matters. Staff will provide a report to the Board in January March 2020.	Pending
20	2020.25	9/15/2020	Alejo/Lopez	ITD	Chatham		Addressing Digital Divide in Salinas and Throughout Monterey County	This referral seeks to support collaborative efforts to address the digital divide in partnership with local school districts, cities, the County of Monterey, and community partners to address the digital divide for our local students and all other county residents, and to advocate for solutions at the state and federal level. The referral requests that the Board of Supervisors advocate at the Federal Communications Commission (FCC) so that broadband internet access is regulated once again as a utility that is necessary for all Californians' daily lives, and support legislation to reform existing state programs to expand internet access, generate needed revenue and make it easier for local governments to obtain funding to move local projects forward more expeditiously. The referral also requests that Monterey County formally request and sponsor legislation for a universal broadband bond to be placed on the 2022 election ballot to generate the billions needed to address the digital divide in California once and for all. A county-wide community survey is also requested as soon as possible to engage local residents on their needs and concerns regarding the digital divide, online student distance learning, and access to affordable internet service. A report on the legislative advocacy portion of the referral was provided to the Board on November 17, 2020. Staff anticipates providing an update to the Board in late January/early February 2021.	Pending
21	2020.26	12/8/2020	Adams	PWFP	Ishii		Advisory Committee for CSA 25	This referral seeks the creation of an advisory committee for Community Service Area 25 that can meet with County staff to review and make recommendations on proposed budgets and uses of CSA funds. The size of the committee should be five to seven, depending on the level of interest expressed during the application period, and committee meetings should be open to all residents of CSA 25 to allow them a chance to hear information and make public comment. The referral requests a report to the Board on January 30, 2021.	Pending
22	2020.27	12/8/2020	Lopez-Alejo	COB	Ralph		Address the need for translation services	This referral seeks to support access to live translation services and translate recorded minutes of Board of Supervisor meetings. Staff anticipates providing a report to the Board in March 2021.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept. Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
23	2020.28	12/8/2020	Lopez	Auditor-Controller	Shah		Local propositions to receive a financial analysis	This referral seeks to require an economic study be prepared that identifies the fiscal and economic impacts of the proposed ballot measure. Analyze and propose a policy that would require a draft economic report be prepared by the County Auditor-Controller and provide the County Auditor-Controller's assessment, relying on appropriate professional standards, regarding the changes in revenue and costs that may result from the proposed ballot measure, if such measure were ultimately approved. This referral seeks to create a consistent, apolitical, financial analysis of proposed changes and should consider all potential costs and fiscal impacts to the County and its economy. The referral requests a report to the Board in 3 months (March).	Pending
24	2021.01	1/12/2021	Alejo-Lopez	Health	Jimenez	1/26/2021	Phase 1b Agriculture Workers Vaccination Plan	This referral seeks to devise a comprehensive plan, in collaboration with agriculture associations, employers, labor unions and healthcare professionals, for the successful vaccination of tens of thousands of agricultural workers in Monterey County. The referral requests a board report and presentation to the Board within 2 weeks from the date of assignment.	"NEW" Pending Approval on 1/12/21

Completed by Executive Assistant on January 8, 2021



Monterey County

Item No.18

Board Report

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

Legistar File Number: OBM 21-011

January 12, 2021

Introduced: 1/7/2021

Current Status: Scheduled AM

Version: 1

Matter Type: Other Board Matters

- a. Consider approval of the assignment of members of the Board of Supervisors and County staff to serve on boards, committees, and commissions for calendar year 2021;
- b. Consider modifying the charge and name of the Health, Housing and Human Services Committee to the Health, Homelessness and Human Services Committee;
- c. Consider formation of an Affordable Housing Committee;
- d. Consider formation of a COVID-19 Communications Ad Hoc Committee;
- e. Consider adoption of a practice of rotating the appointment of Board members to serve on the Local Agency Formation Commission (LAFCO); and,
- f. Consider disbanding the Fort Ord Committee, Ad Hoc 2020 Census Steering Committee, and the COVID-19 Non-Hospital Medical/Personal Services Ad Hoc Committee.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Consider approval of the assignment of members of the Board of Supervisors and County staff to serve on boards, committees, and commissions for calendar year 2021;
- b. Consider modifying the charge and name of the Health, Housing and Human Services Committee to the Health, Homelessness and Human Services Committee;
- c. Consider formation of an Affordable Housing Committee;
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- e. Consider adoption of a practice of rotating the appointment of Board members to serve on the Local Agency Formation Commission (LAFCO); and,
- f. Consider disbanding the Fort Ord Committee, Ad Hoc 2020 Census Steering Committee, and the COVID-19 Non-Hospital Medical/Personal Services Ad Hoc Committee.

SUMMARY/DISCUSSION:

At the beginning of each calendar year, the Chair of the Board of Supervisors proposes to the full Board the appointment of Board members to serve on a variety of standing and ad hoc committees of the Board and also to a number of external boards, committees, commissions and other governmental entities which require representation of the County by a member of the Board of Supervisors. These appointments generally remain for the calendar year unless and until modified by subsequent action by the Board.

The Chair of the Board requested that each Board member submit their preferred assignments and recommendations related to this process to the County Administrative Officer - which were subsequently received by the Board at the January 5, 2021 meeting. The Chair has taken these preferences and recommendations into consideration and proposes the assignment of members of the

Board and County staff to serve on boards, committees, and commissions for calendar year 2021 as described in **EXHIBIT A**.

The Chair of the Board has provided a memorandum regarding proposed process changes to LAFCO appointments, modifying the Health, Housing and Human Services Committee and creating a new Affordable Housing Committee. The CAO supports efforts to raise the importance and awareness of homelessness and housing in Monterey County. The new Health, Homelessness and Human Services Committee will implement a previous Board action to add a focus on the homeless. County Administration will work with the departments which overlap in services overseen by this Committee to staff and further its charge. County Administration will also support the important mission of the new Affordable Housing Committee with staff of the new Housing and Community Development Department.

The Chair's memorandum makes the following recommendations and is included as **EXHIBIT B**.

1. Modify the charge and name of the Health, Housing and Human Services Committee to the Health, Homelessness and Human Services Committee;
2. Form an Affordable Housing Committee;
3. Form a COVID-19 Communications Ad Hoc Committee; and
4. Adopt a practice of rotating the appointment of Board members to serve on the Local Agency Formation Commission (LAFCO).

Additionally, the Chair recommends that the following committees/ad hoc committees be disbanded as they have completed their function.

1. Disband the Fort Ord Committee. At the December 3, 2020 meeting the Committee recommended the Board dissolve the Committee having completed its purpose.
2. Disband the Ad Hoc 2020 Census Steering Committee. At the November 30, 2020 meeting the Ad Hoc Committee recommended the Board dissolve the Committee having completed its purpose.
3. Disband the COVID-19 Non-Hospital Medical/Personal Services Ad Hoc Committee. At the January 5, 2021 Board meeting Chair Askew and Supervisor Adams, who current serve on this Committee, recommended that it be disbanded because the purpose of the Committee is complete, and guidance is now provided by California's Blueprint for a Safer Economy.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office coordinated the drafting of this report with the 2021 Chair of the Board of Supervisors.

FINANCING:

There are no financial impacts to the General Fund resultant to the Board receiving this report. Costs related to the operation of various boards, committees and commissions are funded in the appropriate departmental budget related to their operations.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The assignments of Board of Supervisors members and staff to boards, committees, and commissions for calendar year 2021 work to advance all categories of the Board's Strategic Initiatives.

Mark a check to the related Board of Supervisors Strategic Initiatives

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Annette D'Adamo, Management Analyst III

Approved by: Charles J. McKee, County Administrative Officer

Attachments:

EXHIBIT A - Proposed Appointments for 2021

EXHIBIT B - Chair Memo on Committee Assignment Recommendations



Monterey County

Item No.

Board Report

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

Legistar File Number: OBM 21-011

January 12, 2021

Introduced: 1/7/2021

Current Status: Agenda Ready

Version: 1

Matter Type: Other Board Matters

- a. Consider approval of the assignment of members of the Board of Supervisors and County staff to serve on boards, committees, and commissions for calendar year 2021;
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- e. Consider adoption of a practice of rotating the appointment of Board members to serve on the Local Agency Formation Commission (LAFCO); and,
- f. Consider disbanding the Fort Ord Committee, Ad Hoc 2020 Census Steering Committee, and the COVID-19 Non-Hospital Medical/Personal Services Ad Hoc Committee.

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The Chair of the Board requested that each Board member submit their preferred assignments and recommendations related to this process to the County Administrative Officer - which were subsequently received by the Board at the January 5, 2021 meeting. The Chair has taken these preferences and recommendations into consideration and proposes the assignment of members of the

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OTHER AGENCY INVOLVEMENT:

The County Administrative Office coordinated the drafting of this report with the 2021 Chair of the Board of Supervisors.

FINANCING:

There are no financial impacts to the General Fund resultant to the Board receiving this report. Costs related to the operation of various boards, committees and commissions are funded in the appropriate departmental budget related to their operations.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The assignments of Board of Supervisors members and staff to boards, committees, and commissions for calendar year 2021 work to advance all categories of the Board's Strategic Initiatives.

Mark a check to the related Board of Supervisors Strategic Initiatives

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Annette D'Adamo, Management Analyst III

Approved by: Charles J. McKee, County Administrative Officer

Attachments:

EXHIBIT A - Proposed Appointments for 2021

EXHIBIT B - Chair Memo on Committee Assignment Recommendations

**Assignment of Board of Supervisors Members and Staff to
Boards, Committees and Commissions for Calendar Year 2021**

EXHIBIT A

BOARD STANDING COMMITTEES	NUMBER OF APPOINTMENTS	2021 APPOINTEES
Affordable Housing Committee	2	Supervisor Lopez Supervisor Askew
Alternative Energy and Environment Committee	2	Supervisor Askew Supervisor Adams
Budget Committee	2	Supervisor Alejo Supervisor Askew
Cannabis Standing Committee	2	Supervisor Lopez Supervisor Adams
Capital Improvement Committee	2	Supervisor Phillips Supervisor Adams
Economic Opportunity Committee	2	Supervisor Alejo Supervisor Phillips
Equal Opportunity Committee	2	Supervisor Alejo Supervisor Lopez
Health, Homelessness and Human Services Committee	2	Supervisor Alejo Supervisor Adams
Human Resources Committee	2	Supervisor Lopez Supervisor Askew
Legislative Committee	2	Supervisor Alejo Supervisor Askew
Monterey Urban County Standing Committee	2	Supervisor Phillips Supervisor Lopez
Water Resources Agency Joint Boards Leadership Committee	2	Supervisor Phillips Supervisor Lopez
AD HOC COMMITTEES	NUMBER OF APPOINTMENTS	2021 APPOINTEES
Animal Services Ad Hoc Committee	2	Supervisor Phillips Supervisor Lopez
COVID-19 Agricultural Ad Hoc Committee	2	Supervisor Alejo Supervisor Lopez
COVID-19 Construction Ad Hoc Committee	2	Supervisor Phillips Supervisor Lopez
COVID-19 Communications Ad Hoc Committee	2	Supervisor Lopez Supervisor Askew
COVID-19 Hospitality Ad Hoc Committee	2	Supervisor Phillips Supervisor Adams
COVID-19 Religious Organizations Ad Hoc Committee	2	Supervisor Alejo Supervisor Lopez
Farmworker Housing Ad Hoc Committee	2	Supervisor Phillips Supervisor Lopez
Fire and Emergency Medical Services Ad Hoc Committee	2	Supervisor Phillips Supervisor Adams
Housing Authority of the County of Monterey – Ad Hoc Tenant Commissioner Selection Committee	2	Supervisor Phillips Supervisor Askew
Natividad Medical Center Strategic Objectives Ad Hoc Committee	2	Supervisor Phillips Supervisor Lopez
Parks Lakes Ad Hoc Committee	2	Supervisor Alejo Supervisor Lopez

AGENCIES, JPAs & MISC. APPOINTMENTS	NUMBER OF APPOINTMENTS	2021 APPOINTEES
3CE (Central Coast Community Energy) – Policy Board	1 1 Alternate	Supervisor Askew Supervisor Adams
3CE (Central Coast Community Energy) – Operations Board	1 1 Alternate	Charles McKee Nick Chiulos
Arts Council for Monterey County	1 1 Alternate	Supervisor Alejo Supervisor Lopez
Association of Monterey Bay Area Governments (AMBAG)	2 1 Alternate	Supervisor Phillips Supervisor Adams Supervisor Askew
Behavioral Health Commission	1 1 Alternate	Supervisor Lopez Supervisor Alejo
California State Association of Counties (CSAC) Board of Directors	1 1 Alternate	Supervisor Alejo Supervisor Askew
Central Coast Alliance for Health (Santa Cruz-Monterey-Merced Managed Medical Care Commission)	1	Supervisor Askew
Children’s Council of Monterey County	1 1 Alternate	Supervisor Alejo Supervisor Lopez
Coalition of Homeless Services Providers Leadership Council	1	Supervisor Alejo
Community Corrections Partnership	1	Nick Chiulos
Community Alliance for Safety and Peace (CASP)	1 1 Alternate	Supervisor Alejo Supervisor Phillips
Community Restorative Justice Commission	1	Supervisor Phillips
Emergency Communications Policy Advisory Committee	2	Supervisor Lopez Supervisor Adams
Emergency Medical Services Committee	2	Supervisor Phillips Supervisor Lopez
First 5 Monterey County	1	Supervisor Lopez
Golden State Financing Authority (GSFA)	1 1 Alternate	Supervisor Lopez Supervisor Phillips
Juvenile Justice Coordinating Council	1	Supervisor Phillips
Law Library Board of Trustees	1	Brian Briggs
Local Agency Formation Commission	2 1 Alternate	Supervisor Lopez Supervisor Askew Supervisor Adams
Military & Veterans Affairs Advisory Commission	1	Supervisor Askew
Monterey Bay Unified Air Pollution Control District	3 1 Alternate	Supervisor Phillips Supervisor Lopez Supervisor Askew Supervisor Alejo
Monterey County Convention and Visitors Bureau (MCCVB)	1	Supervisor Adams
Monterey County Parks Commission	1	Supervisor Lopez
Monterey One Water	1 1 Alternate	Supervisor Phillips Supervisor Askew
Monterey Peninsula Water Management District	1 Resident District Supervisor	Supervisor Adams
Monterey Peninsula Water Supply Project Governance Committee	1 1 Alternate	Supervisor Adams Supervisor Askew

AGENCIES, JPAs & MISC. APPOINTMENTS - Continued	NUMBER OF APPOINTMENTS	2021 APPOINTEES
Monterey Regional Waste Management District	1	Supervisor Askew
Monterey-Salinas Transit (MST)	1 <i>1 Alternate</i>	Supervisor Alejo <i>Supervisor Askew</i>
Natividad Medical Center Board of Trustees	1	Supervisor Lopez
Parks Commission	1	Supervisor Lopez
Pajaro River Watershed Flood Prevention Authority	1	Supervisor Phillips
Remote Access Network Board	1	Supervisor Phillips
Rural County Representatives of California (RCRC)	1 <i>1 Alternate</i>	Supervisor Lopez <i>Supervisor Phillips</i>
Salinas Valley Recycles (Salinas Valley Solid Waste Authority)	2 <i>1 Alternate</i>	Supervisor Phillips Supervisor Lopez <i>Supervisor Alejo</i>
Seaside Groundwater Basin Watermaster	1 <i>1 Alternate</i>	Supervisor Adams <i>Supervisor Askew</i>
Transportation Agency for Monterey County (TAMC)	5 <i>(Each individual's alternate)</i>	Supervisor Alejo <i>Linda Gonzalez & Javier Gomez</i> Supervisor Phillips <i>Josh Stratton</i> Supervisor Lopez <i>Priscilla Barba</i> Supervisor Askew <i>Yuri Anderson</i> Supervisor Adams <i>Sarah Hardgrave</i>
Workforce Development Board	1	Supervisor Alejo

MONTEREY COUNTY

BOARD OF SUPERVISORS

WENDY ROOT ASKEW, SUPERVISOR – FOURTH DISTRICT

2616 1st Avenue, Marina, CA 93933

E-mail: District4@co.monterey.ca.us

Phone: (831) 883-7570



MEMORANDUM

Date: January 6, 2021

From: Supervisor Wendy Root Askew, Chair

To: Charles McKee, County Administrative Officer

Re: 2021 Board of Supervisors Committee Assignment Recommendations

Attached you will find my recommendations for 2021 Board of Supervisors Committee Assignments, which reflect relative few changes from assignments made in 2020. Where changes are noted, they reflect an effort to ensure fair distribution of policy planning workload and create alignment of district specific issues with assignments. Highlights of significant recommendation changes include:

1. Modifying the charge and name of *Health, Housing, and Human Services Committee* to the *Health, Homelessness, and Human Services Committee*, thereby creating the opportunity for focused attention on the intersection of these three policy and service areas.
2. Formation of an *Affordable Housing Committee*. This new standing committee would be focused on fulfilling this Board's goals around increasing the supply of affordable housing throughout the county, in partnership with our incorporated cities.
3. Formation of a *COVID-19 Communications Ad Hoc*. This committee would consist of the Chair and Immediate Past Chair and be tasked to work with Staff and other Board approved resources to increase public awareness of County efforts to address the pandemic.
4. Implementing a practice of rotating membership on the *Local Agency Formation Commission (LAFCO)* to ensure continuity of leadership from the Board of Supervisors to this important commission, as well as depoliticize appointment. Primary members would consist of the Chair and Immediate Past Chair, with the Vice Chair serving as the Board's designated alternate.



Monterey County

Item No.19

Board Report

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

Legistar File Number: OBM 21-009

January 12, 2021

Introduced: 1/4/2021

Current Status: General Public Comments

Version: 1

Matter Type: Other Board Matters

General Public Comments

This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board of Supervisors. Board members may respond briefly to the statement made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Board at a future meeting.



Monterey County

Item No.20

Board Report

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

Legistar File Number: 21-009

January 12, 2021

Introduced: 12/21/2020

Current Status: Scheduled AM

Version: 1

Matter Type: General Agenda Item

Continue to February 2, 2021, a public hearing to consider:

- a. An appeal by Rosana Rader and Michael Smith from the July 30, 2020 decision of the Zoning Administrator to approve a Design Approval for a fence ranging in height from four (4) to six (6) feet for property located at 99 Second Street, Spreckels [PLN190255 - SMITH & RADER (APN 177-061-003-000)]; and
- b. Waiving the County appeal fee.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Continue this item to February 2, 2021

PROJECT INFORMATION:

Property Owner: Smith, Michael A and Rader, Rosana

Parcel Size: 0.173 acre (7,536 sq. ft)

Zoning: HDR/5.1-HR-D” High Density Residential/5.1 acres per unit-Historic Resource-Design Control District

SUMMARY/DISCUSSION:

On November 5, 2020, the Board considered and subsequently continued this item to November 17, 2020 with direction for staff to research how the County might reimburse the property owner certain costs associated with building and/or rebuilding their non-conforming fence, which was constructed upon reliance on a County permit. Staff reached out to the property owner immediately after the November 5th hearing to obtain costs for the previously constructed fence and estimates for rebuilding the fence in conformance with the Spreckels Design Guidelines. The information was not received in time to complete a staff report for the November 17th meeting, so it was continued once again to January 12th, 2020. Personal matters have recently arisen for the appellant, causing them to need additional time to provide the necessary information to staff and prepare for a hearing. Therefore, staff recommends continuing this item to February 2, 2021, contingent upon timely receipt of the requested information.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action represents effective and timely response to our HCD customers. Processing this appeal in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

Check the related Board of Supervisors Strategic Initiatives:

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Liz Gonzales, HCD Permit Center Supervising Planner

Reviewed by: Brandon Swanson, HCD Planning Services Manager

Approved by: Carl P. Holm, AICP, HCD Director

cc: Front Counter Copy; Elizabeth Gonzales, Supervising Planner, Brandon Swanson, HCD Planning Services Manager; Michael Smith and Rosana Rader, Owners; Eddie Takashima, neighboring owner; Jim Riley, SNDR chair; The Open Monterey Project (Molly Erickson); Land Watch (Executive Director); Project File PLN190255



Monterey County

Board Report

Legistar File Number: 21-009

Item No.

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

January 12, 2021

Introduced: 12/21/2020

Version: 1

Current Status: Agenda Ready

Matter Type: General Agenda Item

Continue to February 2, 2021, a public hearing to consider:

- a. An appeal by Rosana Rader and Michael Smith from the July 30, 2020 decision of the Zoning Administrator to approve a Design Approval for a fence ranging in height from four (4) to six (6) feet for property located at 99 Second Street, Spreckels [PLN190255 - SMITH & RADER (APN 177-061-003-000)]; and
- b. Waiving the County appeal fee.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Continue this item to February 2, 2021

PROJECT INFORMATION:

Property Owner: Smith, Michael A and Rader, Rosana

Parcel Size: 0.173 acre (7,536 sq. ft)

Zoning: HDR/5.1-HR-D” High Density Residential/5.1 acres per unit-Historic Resource-Design Control District

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action represents effective and timely response to our HCD customers. Processing this appeal in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

Legistar File Number: 21-009

Check the related Board of Supervisors Strategic Initiatives:

Economic Development

Administration

Health & Human Services

Infrastructure

Public Safety

Prepared by: Liz Gonzales, HCD Permit Center Supervising Planner

Reviewed by: Brandon Swanson, HCD Planning Services Manager 

Approved by: Carl P. Holm, AICP, HCD Director 

cc: Front Counter Copy; Elizabeth Gonzales, Supervising Planner, Brandon Swanson, HCD Planning Services Manager; Michael Smith and Rosana Rader, Owners; Eddie Takashima, neighboring owner; Jim Riley, SNDR chair; The Open Monterey Project (Molly Erickson); Land Watch (Executive Director); Project File PLN190255



Monterey County

Item No.21

Board Report

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

Legistar File Number: 21-008

January 12, 2021

Introduced: 12/18/2020

Current Status: Scheduled AM

Version: 1

Matter Type: General Agenda Item

- a. Conduct a public hearing, close the public comment period, and approve an amendment to Monterey County's Community Development Block Grant (CDBG) 2019-2020 Program Annual Action Plan to increase the amount available by \$1,049,326 in additional CDBG Coronavirus funding.
- b. Accept funds for the Community Development Block Grant (CDBG)-CV3, CARES Act through the Housing and Urban Development (HUD) Secretary in the amount of \$1,049,326 and approve an amendment to the FY 19/20 HUD Action Plan to program CARES Act funds.; and
- c. Authorize and direct the Auditor-Controller to receive funds and amend the FY 20-21 Adopted Budget, General Fund, Fund 0013, Housing and Economic Development appropriation unit CAO042 to increase appropriations and revenue by \$1,049,326 financed by the CDBG-CV3 grant funds (4/5th vote required).
- d. Approve the Urban County Standing Committee's December 18, 2020 recommendation to allocate \$1,049,326 to the United Way of Monterey County to provide rental assistance to income-qualified households in the Urban County's service area.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Conduct a public hearing, close the public comment period, and approve an amendment to Monterey County's Community Development Block Grant (CDBG) 2019-2020 Program Annual Action Plan to increase the amount available by \$1,049,326 in additional CDBG Coronavirus funding
- b. Accept funds for the Community Development Block Grant (CDBG)-CV3, CARES Act through the Housing and Urban Development (HUD) Secretary in the amount of \$1,049,326 and approve an amendment to the FY 19/20 HUD Action Plan to program CARES Act funds.; and
- c. Approve the Urban County Standing Committee's December 18, 2020 recommendation to allocate \$1,049,326 to the United Way of Monterey County to provide rental assistance to income-qualified households in the Urban County's service area.
Authorize and direct the Auditor-Controller to receive funds and amend the FY 20-21 Adopted Budget, General Fund, Fund 0013, Housing and Economic Development appropriation unit CAO042 to increase appropriations and revenue by \$1,049,326 financed by the CDBG-CV3 grant funds (4/5th vote required).
- d. Approve the Urban County Standing Committee's December 18, 2020 recommendation to allocate \$1,049,326 to the United Way of Monterey County to provide rental assistance to income-qualified households in the Urban County's service area.

SUMMARY/DISCUSSION:

On March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, to directly address the impacts of the COVID-19 Novel Coronavirus. As part of the CARES ACT, Congress appropriated \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. The U.S. Department of Housing and Urban Development immediately allocated \$2 billion to entitlement communities based on the fiscal year 2020 CDBG formula. The third billion was allocated to states and insular areas. The final \$2 billion was to be allocated at the Secretary of Housing and Urban Development's discretion. On September 11, 2020, HUD notified the County that it was awarded an additional \$1,049,326 in CDBG-CV funding. The recommended actions will allow the County to expend these additional funds to help low- and moderate-income households who are at risk of eviction for non-payment of rent.

The Department of Social Services (DSS) and Housing staff began working with the United Way on Rental Assistance programs and have participated in regional rental assistance COVID discussions since April 2020. The DSS began their rental assistance program with CARES Act Coronavirus Relief funds in October and dedicated \$1,250,000 to this program. To date, the County expects these funds to be expended by December 30, 2020, which is when the CARES Act Relief funds expire. Staff recommend continuing this program with the full \$1,049,326 in CDBG-CV3 CARES Act funds with the United Way and dedicate the entirety of the allocation to rental assistance.

The recommendation to allocate the County's additional CDBG-CV funding to emergency rental assistance is based on the need for continued rental assistance. Under HUD regulations, CDBG funds may only be used in the geographic territory covered by the Urban County. Unlike the CARES Act Relief funds, CDBG CARES Act funds will limit assistance to the Urban County and its consortium cities that include income qualified households residing in the cities of Del Rey Oaks, Gonzales, Greenfield, and Sand City as well as the unincorporated areas of the County. HUD regulations limit emergency, subsistence payments, to six consecutive months. In addition to residing in a geographic area of the Urban County, eligible households must demonstrate that their current need for rental assistance is due to an economic injury directly attributable to COVID-19. This test maybe satisfied by the applicant household demonstrating that they have lost income due to COVID-19 related layoff and/or a reduction in work hours. Because the additional grant funds are from the CARES Act, simply being a low- or moderate-income household is not enough to qualify for this assistance.

OTHER AGENCY INVOLVEMENT:

The Housing Office worked with DSS and the United Way to establish the initial rental assistance program so that it was consistent with all applicable CDBG regulations except for the geographic limitations. This coordination will ensure that the transition to the CDBG-CV funding source will be as seamless as possible. On December 18, 2020, the Urban County Standing Committee met and agreed to forward the staff recommendation to the Board of Supervisors.

FINANCING:

This action increases revenue and appropriations in Fiscal Year 2020-2021 by \$1,049,326 in 013-1050-8518-CAO042, financed by an increase in grant revenue from CDBG-CV CARES Act funds. There is no impact on the General Fund. Any funds not spent in FY 2020-21 will be included in future budget cycles.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action addresses the Health and Human Services Strategic Initiative by providing subsistence payments to prevent low- and moderate-income households from being evicted or having utility services cut off during the Novel Coronavirus pandemic.

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Darby Marshall, Redevelopment/Housing Project Analyst II, Ext. 5391
Approved by: Carl P. Holm, AICP, Housing and Community Development Director

The following attachments are on file with the Clerk of the Board:
Attachment A - DRAFT 4th Substantial Amendment to the 2019-2020 Annual Action Plan - CLEAN
Attachment B - DRAFT 4th Substantial Amendment to the 2019-2020 Annual Action Plan -
REDLINE
Attachment C - Draft Resolution



Monterey County

Item No.

Board Report

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

Legistar File Number: 21-008

January 12, 2021

Introduced: 12/18/2020

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

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RECOMMENDATION:

It is recommended that the Board of Supervisors:

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This action addresses the Health and Human Services Strategic Initiative by providing subsistence payments to prevent low- and moderate-income households from being evicted or having utility services cut off during the Novel Coronavirus pandemic.

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Darby Marshall, Redevelopment/Housing Project Analyst II, Ext. 5391
Approved by: Carl P. Holm, AICP, Housing and Community Development Director



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- Attachment A - DRAFT 4th Substantial Amendment to the 2019-2020 Annual Action Plan - CLEAN
- Attachment B - DRAFT 4th Substantial Amendment to the 2019-2020 Annual Action Plan -
REDLINE
- Attachment C - Draft Resolution

Community Development Block Grant
2019-2020 Annual Action Plan
4th Substantial Amendment



To Be Considered by the
Monterey County Board of Supervisors
On January 12, 2021

Monterey County Urban County Consortium Members

City of Del Rey Oak

City of Greenfield

City of Gonzales

City of Sand City

County of Monterey

Submit all comments and/or questions regarding this document to:

Darby Marshall, Redevelopment & Housing Analyst II

1441 Schilling Place, 2nd Floor, South

Salinas, CA 93901

MarshallD@co.monterey.ca.us

(831) 755-5398 (facsimile)

<u>Summary of Changes</u>	<u>Page</u>
Introduction & Executive Summary	1
Comment to add/update based on public comment received through public hearing	4
Corrected staff address	5
Added reference to this 4 th Substantial Amendment	19
Added public engagement block for 4 th Substantial Amendment & noted need to update Summary of Comments Received and disposition of comments after public hearing	32
Added second CDBG-CV funding to Expected Resources in narrative and updated Anticipated Resource table	33 & 34
Updated total CCDBG-CV funding	40
Updated purpose of 4 th Substantial Amendment and added United Way – Emergency Rental Assistance to Projects table	41
Added United Way – Emergency Rental Assistance detail to table of projects	63

The purpose of this amendment is to incorporate three Substantial Amendments approved by the Monterey County Board of Supervisors between January and May 2020. The First Substantial Amendment, adopted January 7, 2020, reallocated unused funds from prior grant years to Interim, Inc.'s Sun Rose Gardens project. The Second Substantial Amendment, adopted April 21, 2020, reallocated funding between projects sponsored by the City of Greenfield. The Third Substantial Amendment, adopted May 19, 2020, receipted and allocated \$816,541 in supplemental CDBG-CV (A) funding. This Fourth Substantial Amendment will receipt and allocate \$1,049,36 in additional CDBG-CV (C) funding.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Fiscal Year 2019/2020 (FY19/20) is the seventh year that the County of Monterey ("Urban County") has received Community Development Block Grant (CDBG) funding as an Urban County entitlement jurisdiction. In order to qualify as an Urban County, the County and communities participating in the Urban County must have between 100,000 and 200,000 people living in them; and, the majority of low- and moderate-income people in the county must live in the participating communities and/or unincorporated areas. Collectively, the Urban County has a population of 129,165 people. The U.S. Department of Housing and Urban Development (HUD) estimates that there are 200,300 low- or moderate-income people residing in Monterey County. Of the low-mod population, 113,490 or 56.66% live in the CDBG Metropolitan Cities of Monterey, Salinas, and Seaside. The Urban County, including the participating cities of Del Rey Oaks, Gonzales, Greenfield, and Sand City, are home to 55,090 or 63.46% of the low-mod population living outside the CDBG Metropolitan Cities and therefore meets the second qualification requirement.

FY19/20 represents the seventh year of the Urban County's Consolidated Plan. The Urban County entered into an agreement with the entitlement cities of Monterey, Salinas, Seaside, and the Housing Authority of the County of Monterey in 2017 to prepare HUD's required regional Assessment of Fair Housing (AFH). HUD encouraged jurisdictions that share housing markets to cooperate in the preparation of the AFH and granted the Urban County an extension for submitting a new Consolidated Plan to May 15, 2020. HUD later rescinded the requirement to complete the AFH and went back to requiring the Analysis of Impediments (AI) to Fair Housing. The County of Monterey completed a regional AI.

For FY19/20, the Urban County anticipates having a total of \$3,438,659 available. The available funding includes \$1,391,792 in new CDBG funds, \$1,865,867 in CARES Act supplement CDBG funding; approximately \$10,000 in Program Income (PI); \$46,000 in PI transferred from the State CDBG program by the City of Del Rey Oaks and \$125,000 carried over from prior years. On April 2, 2020, the Urban County was notified that it was being awarded a supplemental CDBG funds from the CARES Act to respond to the COVID-19 public health crisis. The Urban County does not receive funding from the HOME Investment Partnership Act (HOME), Emergency Solutions Grant (ESG), or Housing Opportunities for Persons with AIDS (HOPWA) or any other HUD funded but State administered programs.

The County began receiving HUD Entitlement CDBG funds in 2013. Prior to receiving CDBG Entitlement funds, the County competed for HOME and CDBG funds through the State CDBG and HOME programs. The County still receives PI from programs originally funded with State CDBG and HOME grants for first

time homebuyer down payment assistance and housing rehabilitation programs for multi-family and single-family housing.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Urban County has extensive housing and community development needs. CDBG funds alone are not adequate to address the myriad needs identified during the public outreach process and summarized in the Needs Assessment of the Consolidated Plan and its update. Recognizing the national objectives of the CDBG program and specific program regulations, the Urban County intends to use CDBG funds to coordinate programs, services, and projects to create a decent and suitable living environment to benefit low- and moderate-income households and those with special needs. Use of CDBG funds in FY 19/20 will focus on some of the most critical needs in the Urban County, including the following:

- Improvements to infrastructure and public facilities to foster a suitable living environment for low- and moderate-income households and those with special needs;
- Provision of services and programs to benefit low- and moderate-income households and those with special needs, such as youth (and at-risk youth), seniors, and the disabled; and
- Provision of services to help low- and moderate-income homeowners remain in their homes and improve their quality of life through access to clean water and installation of domestic solar electric systems.

The Urban County primarily used the supplemental CARES Act funding to support non-profits that provided fair housing services and address food security issues. A limited amount of this funding was made available to the United Way's 211 service which has provided an important link helping people and households who have been impacted by the COVID-19 public health crisis.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

To date, the Urban County's CDBG funds have supported non-profits that provide a broad range of services (including three fair housing services providers), to the homeless, seniors, youth, and families at risk of homelessness. Nearly 8,600 Monterey County residents have benefited from these services since 2013. The Urban County has funded a variety of infrastructure and public facilities projects that have benefited more than 81,000 Monterey County residents. These projects included ADA improvements to County Parks and a variety of public buildings; renovation of neighborhood recreational facilities; curb and gutter construction; transit facilities; water and sewer system improvements; and maintenance of childcare and community medical centers. The Urban County has funded the rehabilitation of one multi-family complex with 11 rental units, helped 45 families with energy efficiency improvements through the installation of rooftop solar systems, and the development of six transitional housing beds.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Urban County relies on the needs of the community as identified in the Consolidated Plan and during public hearings to determine how to allocate CDBG funds. The Urban County holds noticed public meetings and/or hearings annually in December and May as part of the process to prepare the Annual Action Plan. The Monterey County Board of Supervisors Urban County Subcommittee also conducts a meeting in April to solicit input on funding priorities that is open to the public. A third noticed public hearing is held in September to report on the Consolidated Annual Performance and Expenditure Report (CAPER). Notices of public meetings are published in the Monterey County Weekly, Gonzales Tribune, Greenfield News, King City Rustler, Soledad Bee, and El Sol consistent with the County's Citizen Participation Plan. Notices and/or agendas are also posted at the offices of the participating jurisdictions consistent with the California Ralph M. Brown Act requirements.

The Urban County did encounter one challenge related to public noticing. As noted above, the Urban County publishes notices in Spanish in the El Sol newspaper. In November 2018, El Sol had a personnel issue wherein their employee did not process the Urban County's public notice for the December 14, 2018 public meeting to solicit project proposals. Urban County staff were unaware that the notice was not published until February 2019. The Urban County was unable to remedy this oversight and still complete the Annual Action Plan on time. The Urban County will publish all future notices in English and Spanish in all publications going forward.

Between May and June 2018, the Urban County, in conjunction with the entitlement cities of Monterey, Salinas and Seaside and the Housing Authority of the County of Monterey, conducted four community workshops as part of the preparation of the regional Analysis of Impediments to Fair Housing (AI). These workshops were promoted through a combination of print materials, passive website postings, social media platforms, direct email, and through the news media. The results from the regional AI are found in the Monterey County Regional Analysis of Impediments to Fair Housing Choice and the Analysis of Impediments to Fair Housing Public Participation Summary. These documents were available on the websites of the cities of Del Rey Oaks, Gonzales, Greenfield, Sand City and Monterey County consistent with the Urban County Citizen Participation Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Meetings specific to the preparation of the 2019-2020 Annual Action Plan attracted between 10 and 15 representatives of agencies interested in exploring CDBG funding. Comments received during these meetings were focused on specific activities and funding requirements (e.g. match requirements) and did not identify any previously unmet priority funding areas. Other comments were more of the "thank you for your support" nature and highlighting the continued need for CDBG funds. All the comments made during the public meetings are detailed the section AP-12 Participation of this Action Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

The Urban County engaged the community consistent with the requirements of the Urban County's Citizen Participation Plan except for the non-publication by El Sol. In the future, the Urban County will

follow up with publications to ensure notices were published as ordered and take corrective action sooner.

There were no public comments received that identified new unmet needs for CDBG funding. Most comments received were project specific and related to issues such as local match requirements. All comments and questions were answered during the public meetings when they were posed to staff.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	MONTEREY COUNTY	
CDBG Administrator	MONTEREY COUNTY	Economic Development Department
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The County of Monterey is the lead agency in the Urban County. Staffing for the Urban County is out of the County Administrative Office - Intergovernmental & Legislative Affairs - Housing & Economic Development Division.

Consolidated Plan Public Contact Information

County of Monterey
 CAO-IGLA-Housing & Economic Development Division
 Darby Marshall, Redevelopment & Housing Analyst II
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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

To reach various agencies, organizations and individuals, the Urban County compiled an email list consisting of approximately 200 names, including:

- Nonprofit service providers that cater to the needs of low- and moderate-income households and persons with special needs, including persons with disabilities;
- Affordable housing providers;
- Housing advocates;
- Housing professionals;
- Public agencies (such as school districts, health services, public works);
- Economic development and employment organizations; and
- Community groups.

These agencies received email of notices of the Urban County's Action Plan process and public meetings.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Monterey County Behavioral Health (MCBH) exists to enhance, protect and improve the health of the people in Monterey County. To accomplish this, the Department provides a wide variety of health-related services in the areas of public health, environmental health, behavioral health and clinic services, including the Whole Person Care (WPC) program throughout the County. MCBH provides a range of mental health and substance use disorder services to children, youth, adults and families throughout Monterey County.

WPC is a program of Monterey County Health Department and community partners to provide comprehensive case management for the County's most vulnerable Medi-Cal recipients who are high users of hospital and emergency department facilities. This focus population also includes homeless/chronically homeless, individuals with mental illness or substance use disorders and individuals who have multiple chronic diseases. The WPC is a pilot project that began in 2016 for high-risk health care system users in Monterey County, which includes a focus population of "high utilizers" of health care services that are exclusively homeless and chronically homeless Medi-Cal recipients or Medi-Cal eligible persons with no medical health home (including those released from jail) and having 3 or more characteristics of diagnosed mental illness, hospital admissions in the prior year, chronic health diagnoses, emergency department visits, or 5 or more specific categories of prescribed medications.

The WPC program is centered on Registered Nurse case managers who assess WPC enrollees for health, housing, and social service's needs, and then provide warm hand-offs to primary care clinics, mental health/substance abuse therapists, social services, housing supports and placement, and employment training. Case managers also assist WPC enrollees in their normal environments with benefit assessments, setting and keeping appointments, transportation, food and nutrition, peer support groups, housing counseling and skill development training.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The outreach list includes homeless service agencies in the Salinas/Monterey County and San Benito County Continuum of Care (COC) Strategy.

The Coalition of Housing Service Providers (CHSP) is the designated coordinator of the COC and plays an important role in the effort to eliminate homelessness. The COC is the lead agency regarding homelessness and coordinates efforts among many non-profit and public agencies. For example, the COC oversees and administers the Homeless Management Information System (HMIS), holds monthly meetings regarding Homeless Prevention and Rapid Re-housing (HPRP), and bimonthly meetings of the Services, Employment, and Income Committee regarding the 10 Year Plan to End Homelessness. The County of Monterey, including the County Administrative Office (CAO), the Department of Social Services, and the Health Department coordinated efforts to update the 10-Year Plan to End Homelessness to ensure compliance with the State No Place Like Home (NPLH) program. This update will help guide homeless state funds to be leveraged with other funding resources to maximize positive outcomes for the community that will lead to shelter and housing.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Although the County does not receive a direct HUD ESG entitlement allocation, the County partners with the City of Salinas who receives an entitlement allocation of ESG and the State non-entitlement allocation. The State also provides funding like ESG that is called the California Emergency Solutions and Housing (CESH) program. The County supports the City of Salinas in this program by coordinating efforts through the CoC and serving on the rating and ranking committee.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p>	<p>City of Del Rey Oaks</p> <p>Other government - Local</p> <p>Housing Need Assessment</p> <p>Homeless Needs - Chronically homeless</p> <p>Homeless Needs - Families with children</p> <p>Homelessness Needs - Veterans</p> <p>Homelessness Needs - Unaccompanied youth</p> <p>Homelessness Strategy</p> <p>Non-Homeless Special Needs</p> <p>Economic Development</p> <p>Community facilities and accessibility improvements</p> <p>The City of Del Rey Oaks is a member of the Urban County Consortium.</p>
2	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p>	<p>CITY OF GONZALES</p> <p>Other government - Local</p> <p>Housing Need Assessment</p> <p>Homeless Needs - Chronically homeless</p> <p>Homeless Needs - Families with children</p> <p>Homelessness Needs - Veterans</p> <p>Homelessness Needs - Unaccompanied youth</p> <p>Homelessness Strategy</p> <p>Economic Development</p> <p>Community facilities and accessibility improvements.</p> <p>The City of Gonzales is a member of the Urban County Consortium.</p>
3	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>CITY OF GREENFIELD</p> <p>Other government - Local</p>

<p>What section of the Plan was addressed by Consultation?</p> <p>Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development Community facilities and accessibility improvements.</p>	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p> <p>The City of Greenfield is a member of the Urban County Consortium.</p>
<p>Agency/Group/Organization</p> <p>SAND CITY</p>	<p>Agency/Group/Organization Type</p> <p>Other government - Local</p>
<p>What section of the Plan was addressed by Consultation?</p> <p>Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development Community facilities and accessibility improvements.</p>	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p> <p>The City of Sand City is a member of the Urban County Consortium.</p>
<p>Agency/Group/Organization</p> <p>Access Support Network</p>	<p>Agency/Group/Organization Type</p> <p>Services-Persons with HIV/AIDS</p>
<p>What section of the Plan was addressed by Consultation?</p> <p>HOPWA Strategy</p>	<p>Agency/Group/Organization Type</p> <p>HOPWA Strategy</p>

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Access Support Network was consulted on service gaps for people with HIV/AIDS.
6	Agency/Group/Organization	Boys and Girls Club of Monterey County
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Boys and Girls Clubs of Monterey County provides a variety of services for underserved youth that are designed to develop the skills needed to improve long-term economic self-reliance and independent living.
7	Agency/Group/Organization	Central Coast Center for Independent Living
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CCCIL provides services which help the disabled access housing and maintain their independent living situations.
8	Agency/Group/Organization	Central Coast YMCA
	Agency/Group/Organization Type	Services-Children Services-Fitness
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Central Coast YMCA provides a wide range of community services for the residents of the unincorporated community of Pajaro in North Monterey County. These services include low-cost fitness training and programs to help improve self-esteem.
9	Agency/Group/Organization	CHISPA, INC.
	Agency/Group/Organization Type	Housing Services – Housing

	<p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	Housing Need Assessment
	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>CHISPA is an affordable housing developer based in Monterey County.</p>
10	<p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>EAH Housing</p> <p>Housing Services – Housing</p> <p>Housing Need Assessment</p>
	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>EAH Housing is an affordable housing developer working with the City of Greenfield and the Veterans Transition Center to develop more affordable units in Monterey County.</p>
11	<p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>EDEN COUNCIL FOR HOPE AND OPPORTUNITY</p> <p>Service-Fair Housing</p> <p>Housing Need Assessment</p> <p>Non-Homeless Special Needs</p> <p>Fair Housing</p>
	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>ECHO provides a range of fair housing and tenant-landlord reconciliation services.</p>
12	<p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>EDEN HOUSING</p> <p>Housing Services - Housing</p> <p>Housing Need Assessment</p> <p>Non-Homeless Special Needs</p>
	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>Eden Housing is an affordable housing developer with numerous properties in Monterey County.</p>

13	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Environmental Justice Coalition for Water</p> <p>Services - Housing</p> <p>Clean water access advocacy</p> <p>Non-Homeless Special Needs</p> <p>EJCW works to improve access to clean and safe drinking water by working to expand local provider networks and eliminate small mutual water systems or single well systems. EJCW also works directly with homeowners to finance the connection from water mains to the home water connection.</p>
14	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Food Bank for Monterey County</p> <p>Services-Children</p> <p>Services-Elderly Persons</p> <p>Services-Persons with Disabilities</p> <p>Services-Persons with HIV/AIDS</p> <p>Services-Victims of Domestic Violence</p> <p>Services-homeless</p> <p>Regional organization</p> <p>Services-Food Security</p> <p>Non-Homeless Special Needs</p> <p>Anti-poverty Strategy</p> <p>Food security</p> <p>The Food Bank helps address food security for approximately 20% of Monterey County residents.</p>
15	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p>	<p>GIRL SCOUTS OF CA - CENTRAL COAST</p> <p>Services-Children</p> <p>Services-Education</p> <p>Non-Homeless Special Needs</p> <p>Anti-poverty Strategy</p>

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Boys and Girls Clubs provide programs for youth that help improve educational outcomes, college readiness, and long-term self-reliance and economic independence.
16	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Girls, Inc. of the Central Coast Services-Children Services-Education Non-Homeless Special Needs Anti-poverty Strategy Girls, Inc. provides programs for girls and their mothers that help improve educational outcomes, college readiness, and long-term self-reliance and economic independence.
17	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	GRID Alternatives Housing Services - Housing Non-Homeless Special Needs Energy efficiency improvements GRID Alternatives encourages economic independence and home ownership by working with low-moderate income homeowners to install roof top solar systems and apply for any rebates and/or tax credits the household is eligible to receive.
18	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation?	Monterey County Housing Authority Development Corporation Housing PHA Services - Housing Services-Elderly Persons Services-Persons with Disabilities Housing Need Assessment Public Housing Needs Homelessness Needs - Unaccompanied youth

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The HDC manages former public housing units that have been modernized through the RAD program. The HDC also provides educational and social enrichment programs for residents at developments specifically targeted for occupancy by the disabled or elderly.
19	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	HOUSING AUTHORITY OF THE COUNTY OF MONTEREY Housing PHA Housing Need Assessment Public Housing Needs Non-Homeless Special Needs The HACM is the local public housing authority. HACM owns and manages public housing that has not been modernized under the RAD program and the Housing Choice Voucher and Project Based Voucher programs in Monterey County.
20	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Interim, Inc. Housing Services-Persons with Disabilities Services-homeless Homeless Needs - Chronically homeless Homelessness Strategy Interim, Inc. is a developer of affordable housing specifically targeting the psychiatrically disabled. Their developments provide wrap around services for tenants to help maintain their independent living status. Interim, Inc. also operates day treatment facilities for the same population.
21	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Services for Seniors Services-Elderly Persons Service-Fair Housing Non-Homeless Special Needs Fair Housing LSS provides legal services that, among other things, assist seniors with protecting their financial security and fair housing issues.

22	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>MEALS ON WHEELS OF THE SALINAS VALLEY</p> <p>Services-Elderly Persons</p> <p>Services-Persons with Disabilities</p> <p>Services-Food Security</p> <p>Non-Homeless Special Needs</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>MoW provides home delivery of meals to very low and low-income households allowing them to maintain their independent living situations.</p>
23	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>Mid-Peninsula Housing Coalition</p> <p>Housing</p> <p>Services - Housing</p> <p>Housing Need Assessment</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Mid-Pen Housing is an affordable housing developer with several projects in Monterey County.</p>
24	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>North Monterey County Recreation and Park District</p> <p>Services-Children</p> <p>Services-Elderly Persons</p> <p>Other government - Local</p> <p>Services-Recreation</p> <p>Non-Homeless Special Needs</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>NCRPD operates a dual-purpose recreation/senior center in Castroville that serves as a community focal point. The center provides daily meals for seniors and is a food distribution point for the Food Bank for Monterey County.</p>

25	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>Rancho Cielo Youth Campus</p> <p>Services - Housing Services-homeless Services-Education Services-Employment</p> <p>Non-Homeless Special Needs Anti-poverty Strategy</p> <p>Rancho Cielo offers a variety of general education, vocational education, on-the-job training, and life skills development programs. To help youth and young adults escape from homelessness, poverty and anti-social influences while participating in these programs, Rancho Cielo also operates a transitional housing program.</p>
26	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>United Way Monterey County</p> <p>Regional organization</p> <p>Non-Homeless Special Needs</p>
27	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Veterans Transition Center</p> <p>Housing Services - Housing Services-homeless Services-Employment Regional organization Services-Veterans</p> <p>Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy</p>

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>VTC is a regional organization dedicated to helping veterans reintegrate into civilian life by providing a range of services and housing opportunities to help overcome barriers to integration including homelessness and drug dependency. VTC also helps veterans apply for a wide range of public benefits to help stabilize their lives and become self-sufficient.</p>
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Identify any Agency Types not consulted and provide rationale for not consulting

The Urban County's outreach program involved outreach to all types of agencies.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Coalition of Homeless Service Providers	Through the outreach process, the Urban County has identified homelessness and homelessness prevention services as a priority for the CDBG program. These service providers will complement the Continuum of Care Strategy.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The Urban County program covers the County unincorporated areas and the cities of Gonzales, Greenfield, and Sand City. County and city departments that may have an interest in the CDBG program were invited to participate in the Action Plan process through the Notice of Funding Availability (NOFA) process. City partners also participated in reviewing service applications.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Notices of Funding Availability (NOFA) were published in the Gonzales Tribune, King City Rustler, Greenfield News, and Soledad Bee, and the Monterey County Weekly. A direct email of the NOFA was also sent to a list of approximately 200 interested parties. A public hearing was held as part of the NOFA workshop on 12/14/18, at the County Government Center, 1441 Schilling Place, Salinas (CGC-Schilling). Twelve people who represented 12 organizations attended. These comments were received:

- R3 (Rehab., Respite, and Restoration) has been working with prisoners at Soledad State Prison to build tiny homes.
- VTC is interested in developing a master plan for its Hayes Circle residential neighborhood with the possibility of adding new housing in future years.
- How much CDBG funding does Del Rey Oaks receive? DRO has approximately \$76,000 over the next three years.
- What is the County's requirement for matching funds? The County does not require any.
- Does Davis-Bacon apply to small residential developments? D-B does not apply to residential development of 1-7 units. However, projects may still be subject to CA Prevailing Wage laws.
- Can CDBG funds be used to facilitate conversion of schools to housing? Yes, at least 51% of the units must be for low- or moderate-income households.

Aside from comments about the continuing need for a wide range of services and affordable housing issues, the one new issue presented was the opportunity that tiny homes may provide for the homeless and those recently released from jail/prison.

The Urban County Standing Committee met on 3/21/19, to review requests for funding and make recommendations to the Board of Supervisors (BoS). Fifteen people attended. Comments were received from 3 people. The comments were:

- MoW Salinas Valley thanked the Board members for their continued support.
- The Environmental Justice Coalition for Water responded to questions from the Committee members regarding their 2019/20 application and the status of EJCW's 2018/19 project. EJCW indicated they encountered regulatory challenges with consolidating small water systems. EJCW's application is to assist low- and moderate-income households to comply with pending County regulation for all potable water to be compliant with nitrate and arsenic limits by installing point of entry or point of use filters.

On 5/7/19, the BoS conducted a hearing to open the public comment period for the 19/20 Annual Action Plan, the Analysis of Impediments to Fair Housing, and the 4th Amendment to the Citizen Participation Plan (CPP). This meeting was held in the BoS Chambers. No public comment was received.

On 6/25/19, the BoS closed the comment period on the AAP, AI and CPP. Comments were received from NCRPD thanking the BoS for their continued support. After considering the public comments, the Board approved the final Annual Action Plan.

The BoS has adopted 3 Substantial Amendments (SA) to the 2019-20 Annual Action Plan. SA#1 reallocated funding from cancelled projects in program years 17/18, 18/19 and 19/20 to fund a public facility operated by Interim, Inc. that will provide a combination of supportive and transitional housing for people with mental illness. SA #2 reallocated funding from Greenfield's Walnut Ave project to purchase public safety vehicles to improve the department's ability to respond to simultaneous, calls for service. SA #3 allocated CARES Act funding to five public service activities and the 5th Amendment to CPP, which authorized a 5-day notice and comment period for actions that would direct how CARES Act funds will be used. The reduced comment period was authorized by the CARES Act to facilitate the rapid investment of CARES Act funding. SA #4 allocated CDBG-CV (C) funding to provide emergency rental assistance to households at-risk of losing their housing due to COVID-19 economic losses.

Citizen Participation Outreach

Sort Order	Mode of outreach	Target of outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Internet Outreach	Non-targeted/broad community	The NOFA was posted on the County and cities' websites. The Draft Action Plan was also posted for 30-day public review and comment.	No comments were received electronically.	Not applicable.	http://www.co.monterey.ca.us/government/departments-a-h/administrative-office/intergovernmental-and-legislative-affairs/economic-development/housing

2	Newspaper Ad	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/road community</p> <p>Residents of Public and Assisted Housing</p>	<p>Notices were published in five newspapers: The Monterey Weekly, Gonzales Tribune, King City Rustler, Greenfield News, and Soledad Bee (English) for the NOFA Workshop held on December 14, 2018 and in six newspapers (see AP-05, #4) for the May 7, 2019 public hearing. Due to personnel issues at the Salinas Californian/EI Sol, the Spanish language notice that</p>	<p>No comments directly attributable to the newspaper notification were received.</p>	<p>Not applicable.</p>
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
			was scheduled for publication on December 1, 2018, was not published and the County was not made aware of this until after the workshop date.			

3	Public Meeting	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/ broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>The County held a public meeting on December 14, 2018 to answer questions about the CDBG program, identify emerging areas of concern, and provide information on how to apply for CDBG funding through the Urban County. Representatives from 12 local agencies and individuals attended the various public meetings / hearings conducted for the</p>	<p>During the public meeting questions related to matching fund requirement s; using CDBG to subsidize school district employee housing on surplus district property; the percentage available for public services; and, the time frame for expending funds where asked. There was also a brief discussion on using CDBG funds</p>	<p>All comments were accepted.</p>
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			<p>Annual Action Plan.</p>	<p>to fund construction of tiny homes by inmates at the California Correctional Training Institute and Salinas Valley State Prison. The proponent believes that these units could provide an inexpensive source of housing for the homeless or those recently released from prison and provide those incarcerated with vocational training.</p>		
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4	Public Meeting	Non-targeted/road community	<p>On March 21, 2019, Supervisors Lopez and Phillips met as the Urban County Subcommittee of the Monterey County Board of Supervisors to consider staff recommendations for activities to fund through the 2019/2020 Action Plan. Representatives from 10 organizations that have received CDBG funding in the past attended the meeting to express their gratitude for</p>	<p>Comments were supportive of the Urban County and continued funding for the recommended activities.</p>	<p>All comments were accepted.</p>	
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
			the Board's previous support and request that their organizations be recommended for continued funding.			

5	Public Hearing	Non-targeted/ road community	On May 7, 2019, the Monterey County Board of Supervisors opened the 30-day public comment period on the draft 2019-2020 Urban County Annual Action Plan with a noticed public hearing. The public hearing was continued until June 25, 2019, so that the community had an opportunity to comment on the draft Action Plan.	No comments were received during this initial session of the two-part public hearing.	No comments were received.	https://monterey.legistar.com/LegislationDetail.aspx?ID=3936041&GUID=5FD687D0-FC05-47C9-8201-1D515859B8B5&Options=&Search=
6	Public Hearing	Non-targeted/ road community	On June 25, 2019, the Monterey County Board of Supervisors opened the 30-day public comment period on the draft 2019-2020 Urban County Annual Action Plan with a noticed public hearing. The public hearing was continued until June 25, 2019, so that the community had an opportunity to comment on the draft Action Plan.	One comment was received during this initial session of the two-part public hearing.	Staff confirmed that the project was approved.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
		road community	County Board of Supervisors held a public hearing prior to adoption of the 2019/2020 Annual Action Plan.	received questioning the eligibility of the North Monterey County Recreation and Park District's recreation center rehabilitation project.	was eligible for funding and no further response was required.	

7	Public Hearing	Non-English Speaking - Specify other language: Spanish	On 11/23/2019, the County published a Notice that the Board of Supervisors would conduct a public hearing on January 7, 2020 and opened a 30-day public comment period on the 1st Substantial Amendment. Three people, representing Interim, Inc. and the Veteran's Transition Center (VTC) appeared during the public hearing.	No written comments were received during the public comment period. Comments received during the public hearing thanked the Board of Supervisors for supporting the Sun Rose Garden project with CDBG funds and for allocating non-CDBG funds to the VTC.	All comments were accepted and did not require responses.	https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/intergovernmental-and-legislative-affairs/economic-development/housing
8	Public Hearing	Non-English Speaking - Specify	On 4/21/2020, the County	No written comments were	There were no comments to accept.	https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/intergovernmental-

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
		<p>other language: Spanish</p> <p>Non-targeted/broad community</p>	<p>published a Notice that the Board of Supervisors would conduct a public hearing on April 21, 2020 and opened a 30-day public comment period on the 2nd Substantial Amendment. No one attended the Board of Supervisors meeting for this item on 4/21/20.</p>	<p>received during the public comment period and there was not public comment during the public hearing.</p>		<p>and-legislative-affairs/economic-development/housing</p>

9	Internet Outreach	Non-targeted/road community	On May 12, 2020, the County posted a public notice on its website announcing its intention to: 1) amend the Citizen Participation Plan as allowed by the CARES Act to reduce the public review and comment period for Annual Action Plan Amendments to five-days if the amendment was to allocate CARES Act funding; and, 2) amend the 2019-2020 Annual Action Plan to allocate	No comments were received during the public review and comment period.	Not applicable because no comments were received.	https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/intergovernmental-and-legislative-affairs/economic-development/housing
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
			\$816,541 of supplemental CARES Act funding. The public review period closed at a public hearing before the Board of Supervisors on May 18, 2020.			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
10	Public Hearing	Non-targeted/broad community	On January 2, 2021 the County posted a public notice on its website announcing its intention to adopt the 4 th Substantial Amendment to the 2019-2020 Annual Action Plan and allocate \$1,049,326 of new CDBG-CV (C) funding. The public review period closed at a public hearing before the Board of Supervisors on January 12, 2021.			https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/intergovernmental-and-legislative-affairs/economic-development/housing

Table 4 – Citizen Participation Outreach

Annual Action Plan
2019

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The Urban County anticipates having \$2,744,568.80 available for FY2019/2020. This includes new grant funding of \$1,391,792 (which is \$2,535 or 0.18% than the Urban County's PY2018/2019 award). The Urban County also anticipates having \$1,142,762.57 available from projects funded in prior years due to cancellations and projects not requiring the full award amount. The remaining \$210,014.23 is program income. In March 2020, the Urban County received a supplemental allocation of \$816,541 from the CARES Act (CDBG-CV (A)). In September 2020, the Urban County was awarded a second allocation of CARES Act funding (CDBG-CV (C)) in the amount of \$1,049,326

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,391,792	210,014	1,142,763	2,744,569	2,850,000	The Urban County has been allocated \$1,391,792 for FY19/20. Over the five-year period, the Urban County anticipates receiving \$8.65 million in funding from HUD and program income. During 2019-2020, the Urban County will receive a one-time deposit of \$46,000 in program income from the City of Del Rey Oaks. The Urban County anticipates rolling \$75,000 from unused admin funds in 18-19 and \$50,000 from a housing rehabilitation program funded in 2017-18 into activities during 2019-2020.
Other	public - federal	Other	1,865,867	0	0	1,865,867	0	CDBG-CV funds to be used to prevent, prepare for and respond to the Coronavirus.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The County uses federal funds to fund a rapid rehousing program that leverages CALWorks funds through the Department of Social Services and the California Whole Person Care through the Department of Health.

These funds help keep the Salinas homeless shelter open and serving the entire homeless population of Monterey County. All public service activities that are funded by the Urban County do provide detailed information on other sources of funding for their activities and this information is reported to HUD separately.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The County of Monterey has agreed to utilize two parcels of land, 855 E. Laurel Drive (3.0-acre parcel) and 1220 Natividad Road (1.3 acres) toward the development of a permanent shelter at 855-E. Laurel and permanent supportive housing and other services at 1220 Natividad Road. The County and City of Seaside are also exploring options to develop a similar shelter and services for homeless in conjunction with a non-profit in Seaside to be located at 1292 Olympia Ave.

Discussion

The Shelter and Regional Emergency Shelter fit within a wider regional approach to ending homelessness. Individuals who enter a shelter can receive services such as rapid rehousing and other services that would help them on a path to housing. The County is still considered to be rural and not all programs fit one size and not one program will be the solution to ending homelessness. The goal is to leverage County resources that will allow people to afford and better leverage mainstream workforce, housing, and health care systems to expand permanent solutions. The Emergency shelter is envisioned to play an essential role within an effective, housing-focused crisis response system utilizing HUD best practices.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2013	2017	Affordable Housing		Affordable Housing	CDBG: \$50,000	Homeowner Housing Rehabilitated: 10 Household Housing Unit
2	Fair Housing	2013	2017	Non-Homeless Special Needs Fair Housing		Public Services	CDBG: \$32,500	Public service activities other than Low/Moderate Income Housing Benefit: 360 Persons Assisted
3	Homeless and Homeless Prevention Services	2013	2017	Homeless		Affordable Housing Homeless Services and Homeless Prevention Public Facilities Public Services	CDBG: \$20,000	Public service activities other than Low/Moderate Income Housing Benefit: 6 Persons Assisted
4	Infrastructure Improvements	2013	2017	Non-Housing Community Development		Affordable Housing Infrastructure Improvements	CDBG: \$730,790	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 220 Households Assisted
5	Public Facilities	2013	2017	Non-Homeless Special Needs Non-Housing Community Development		Public Facilities	CDBG: \$304,695	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 17650 Persons Assisted
6	Public Services	2013	2017	Non-Homeless Special Needs		Public Services	CDBG: \$156,269	Public service activities other than Low/Moderate Income Housing Benefit: 2041 Persons Assisted

Table 6 – Goals Summary
Annual Action Plan
2019

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	The Urban County will also continue to fund GRID Alternatives program which installs roof top solar systems on homes owned by income qualified households. The solar systems help maintain affordability by reducing the household's monthly utility costs.
2	Goal Name	Fair Housing
	Goal Description	The Urban County will fund 2 fair housing providers during 2019-2020.
3	Goal Name	Homeless and Homeless Prevention Services
	Goal Description	Rancho Cielo provides housing for individuals between the ages of 18-24 who are either homeless or at-risk of becoming homeless due to negative influences in their community. While at Rancho Cielo these individuals receive assistance with basic education, vocational education, and developing life skills that will enable them to make positive choices that will help break the cycle of being homeless.
4	Goal Name	Infrastructure Improvements
	Goal Description	The Urban County will fund the Environmental Justice Coalition for Water to implement two programs that address water system infrastructure. The first program is targeted at getting single family wells and small, mutual water systems, to connect to larger systems to improve access to water. CDBG funds will be used to connect income qualified homes to the new water mains. The second program is targeted at single family homes that rely on a single well but may not meet water quality standards. The program will help install point of use or point of entry treatment systems for income qualified homeowners. The Urban County will also provide up to \$350,000 to EAH Housing to construct offsite street and sidewalk improvements required by the 200-unit affordable housing development.
5	Goal Name	Public Facilities
	Goal Description	The Urban County will fund two public facility projects. The first project is the rehabilitation and possible repurposing of part of the North County Recreation and Park District's Castroville Recreation Center and will serve the predominately low/mod community of Castroville. The second project is the purchase of a new Type I Fire Engine for the predominately low/mod income city of Greenfield.

6	Goal Name	Public Services
	Goal Description	The Urban County will fund nine public service activities, in addition to the two fair housing and one homelessness prevention activities listed elsewhere. The activities will fund services from helping people with disabilities continue to live independently, providing community activities, food security, job readiness training and helping community members connect with non-profits and governments agencies.

Projects

AP-35 Projects – 91.220(d)

Introduction

FY19/20 will be the Urban County's seventh year of implementing the Community Development Block Grant (CDBG) program. This program is administered by the U.S. Department of Housing and Urban Development and provides funding for a variety of projects and programs, with eligibility based on meeting the following national objectives:

- Benefitting low- and moderate-income persons;
- Eliminating slum and blight; or
- Meeting a particularly urgent community need.

The Urban County plans to expend the CDBG funds to address housing and community development needs identified in the Consolidated Plan. The projects described in this section are consistent with implementing specific activities to address those needs.

On March 27, 2020, the President signed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) into law. The CARES Act included a \$5 billion allocation for the CDBG program, of which the Urban County was subsequently awarded \$1,865,867. The CARES Act waived the 15% limit on public services so that the funds could be used to immediately address the needs of households and people who were negatively impacted by the Coronavirus public health emergency.

Backup Projects - Should the Urban County receive unanticipated program income of up to \$99,999, it will be used to augment the Environmental Justice Coalition for Water's project. If the Urban County receives program income of more than \$100,000, it shall be retained and awarded to new projects during 2020-2021.

The Urban County does not have any unfunded projects besides EAH and ECJW applications.

Substantial Amendment Summaries

1st Substantial Amendment: The Environmental Justice Coalition for Water (ECJW) received a \$382,618 allocation to help income qualified households comply with the County's Point of Use/Point of Entry water treatment ordinance. The Ordinance was suspended by the Board of Supervisors in July 2019, in response to litigation challenging the validity of the Ordinance by installing water filtration systems. Funding for this activity has been reprogrammed to support Interim, Inc.'s Sun Rose Gardens project which will create more permanent supportive and transitional housing units. The Veterans Transition Center is working with EAH Housing to develop Lightfighter Village to provide additional permanent housing for homeless veterans and their families. VTC has voluntarily withdrawn their application for \$20,000 to master plan their remaining property at Hayes Circle.

2nd Substantial Amendment: The City of Greenfield requested cancellation of the Walnut Ave. improvements that were funded with allocations from 2017-18 and 2018-19 and redirected the funds to purchasing additional public safety equipment for the Greenfield Fire Protection District. The Amendment also reinstated the North County Recreation and Park District's Skate Park rehabilitation project that was omitted from the 2019-20 Action Plan by mistake.

3rd Substantial Amendment: The 3rd SA was adopted to take advantage an additional \$816,541 in CDBG-CV funding made available to respond to the COVID-19 public health emergency. The response to COVID-19 has caused widespread economic dislocation as businesses have closed and workers laid off.

This dislocation has increased demand for a wide range of public services as dislocated workers are forced to pay ongoing housing and grocery bills while unable to earn an income. COVID-19 has also forced some members of the community who are normally independent to remain homebound and reliant on service providers for things as basic as food delivery. The CDBG-CV funds were allocated to public service providers responding to higher than normal demand for assistance with landlord/tenant housing issues, food insecurity, and information and referral services.

4th Substantial Amendment: the 4th SA was adopted to take advantage of a second round of CDBG-CV funding in the amount of \$1,049,326. These CDBG-CV funds were allocated to the United Way to augment their emergency rental assistance program for households facing eviction due to non-payment of rent when the income loss was due to COVID-19 related job loss or reduction in work hours.

Projects

#	Project Name
1	Gonzales SMART Leaders
2	Housing Navigation Services for People with Disabilities
3	Pajaro Park Programs
5	North Monterey County Senior Center Fresh Produce Distribution
6	Girls, Inc. of the Central Coast
7	Fair Housing and Legal Services for Seniors
8	Salinas Valley Home Delivered Meal Program
9	Los Ositos - Resident Services Program
10	Nature Guide Employment Training Program
11	Independent Living Village - Counseling Services
12	211 Service
13	Fire Station Equipment - Type 1 Engine
16	Greenfield Commons
17	Scattered Site Residential Solar Program
20	General Administration
21	Rec Center Outdoor Rehab and Beautification
22	CDBG-CV - ECHO - Fair Housing and Tenant / Landlord Services
23	CDBG-CV - Food Bank - Additional Food & Truck Purchase
24	CDBG-CV - Legal Services for Seniors - Fair Housing and Legal Services
25	CDBG-CV - Meals on Wheels - Salinas Valley Home Delivered Meal Program
26	CDBG-CV - United Way - 211 Service
27	Sun Rose Gardens - Transitional Housing Development
28	CDBG-CV – United Way – Emergency Rental Assistance

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The Urban County continues to allocate funding to meet the priorities identified in the Consolidated Plan. Unfortunately, the demand for all types of activities greatly exceeds the financial resources available to the Urban County.

The Urban County is continuing to explore ways it can use its CDBG, and other resources, to meet the needs of the low/moderate income people who live in Monterey County. Aside from the limited financial resources that are available, the Urban County is challenged to meet the needs of this

population because the majority live in the entitlement communities of the cities of Monterey, Salinas and Seaside.

**AP-38 Project Summary
Project Summary Information**

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Annual Action Plan
2019

OMB Control No: 2506-0117 (exp. 09/30/2021)

1	Project Name	Gonzales SMART Leaders
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,000
	Description	<p>SMART Leaders is an evidence based, 5-session small-group program followed by a prevention involvement component in which the SMART Leaders youth participate as peer leaders and positive role models in prevention-related and other general activities at their school.</p> <p>Completion of the SMART Leaders program will lead to a ceremony and end-of-program reward selected by mentees at the beginning of the program. 1. Matrix Code - 05L (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(C)); 3. Presumed Benefit - No; 4. Performance Objective - Public Services and Anti-Poverty Strategy; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility for approximately 130 youth aged 11-14 and from households that do not exceed moderate income.</p>
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The targeted population consists of approximately 30 at-risk youth, grades 5th – 8th and approximately 11 to 14 years old.
	Location Description	The Boys & Girls Clubs of Monterey County Gonzales SMART Leaders project will take place in the city of Gonzales at Fairview Middle School, located at 401 4th Street. The city of Gonzales is home to a population with a predominately Latino heritage. Many of the residents are moderate to low income, as indicated by 87% of Gonzales Unified students eligible for free or reduced lunch (ed-data.org). In 2016-17, over 2,000 students were eligible for this assistance.

	Planned Activities	<p>Project focuses on these major components:</p> <ul style="list-style-type: none"> • SMART Leaders program is a 5-session small group program followed by a prevention involvement component in which the SMART Leaders youth participate as peer leaders and positive role models in prevention related and other general activities in the program. SMART Leaders is based on the personal and social competence approach to prevention. • SMART Leaders teach SMARTs program as a team approach involving Club staff, peer leaders, parents and community representatives. More than simply emphasizing a 'Say No' message, the program teaches young people ages 6 to 15 how to say no by involving them in discussion and roleplaying, practicing resistance and refusal skills, developing assertiveness, strengthening decision making skills and analyzing media and peer influence. The goal: to promote abstinence from substance abuse and adolescent sexual involvement through the practice of responsible behavior. • The annual Crossroads Gang Prevention Summit provides youth, parents, business and community members the opportunity to engage in a free event dedicated to intervening with youth exhibiting at risk gang related behavior. • The annual Career Expo provides youth with full day conference style experience, gear towards career exploration, soft skill development and identifying short and long term goals for a successful career.
2	Project Name	Housing Navigation Services for People with Disabilities
	Target Area	
	Goals Supported	Public Services Homeless and Homeless Prevention Services Fair Housing Affordable Housing
	Needs Addressed	Public Services Homeless Services and Homeless Prevention Affordable Housing
	Funding	CDBG: \$18,959
	Description	CCCIL Housing Navigation and Case Management services will assist consumers to apply, secure, retain affordable housing and access county, state or federal benefits. 1. Matrix Code - 05B (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(A)); 3. Presumed Benefit - Yes; Adults meeting Bureau of Census definition of severely disabled adults 4. Performance Objective - Public Services 5. Performance Measure - Provide Decent Affordable Housing; 6. Performance Outcome - Availability/Accessibility for approximately 27 individuals with disabilities to help them obtain or remain in independent living environments.
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	CCCIL anticipates helping 27 people and/or households with a disabled member with finding housing or helping them obtain accommodations necessary to help them remain in an independent living situation.
	Location Description	Core services will be offered at the CCCIL office located at 318 Cayuga St., Suite 208, Salinas, CA 93901. Presentations will be made throughout the County.
	Planned Activities	CCCIL services will teach people with disabilities to develop the skills they need to successfully access and retain affordable and accessible housing. Through CCCIL's case management services consumers receive training and information on fair housing rights, HUD regulations and policies, and eligibility requirements. The information is presented in a non-bureaucratic method that is understandable to folks that have limited educational skills. In addition, consumers will have access to other CCCIL services such as benefits counseling, information and referral, individual and system change, independent living skills training and assistive technology.
3	Project Name	Pajaro Park Programs
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$16,000
	Description	The YMCA will provide year-round organized activities for children at Pajaro Park including summer day camp and sports leagues for youth including soccer, T-ball and basketball, monthly health and wellness programs like KidsFit. 1. Matrix Code - 05L (24CFR570.201(e)); 2. National Objective - LMA (24CFR570.208(a)); 3. Presumed Benefit - No, according to the HUD released ACS-2015-lowmod_localgov_all spreadsheet the Pajaro CDP population is 80.79% low/mod.; 4. Performance Objective - Public Services 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Sustainability of programs that serve approximately 400 youth between 3 and 15 years of age from a community that is almost 81% low-moderate income.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The Central Coast YMCA programs at the Pajaro Park are expected to serve more than 400 youth.
Location Description	24 San Juan Road, Pajaro (Royals Oaks), CA 95076	

	Planned Activities	Pajaro Park Programs offer a variety of programs and activities that youth, adults and all residents can participate in. Day Camps during summer and other school break sessions provide youth ages 3-15 with caring adult role models, structured and constructive use of time, meaningful engagement and high expectations for success. Youth Sports leagues including soccer, T-ball and basketball allow youth to enjoy healthy activity, teamwork, and fun and age-appropriate competition in a supportive environment. Monthly health and wellness programs such as Zumba and Kids Fit that offer fun, healthy activity for all levels of ability. Community-wide events (8 in all) such as National Night Out, Day of the Dead, Healthy Kids Day and Pajaro Park Pride Day draw between 200-500 residents per event and encourage community building, crime prevention and community pride. Finally, we will coordinate park rentals throughout the year for occasions such as birthdays, family reunions and graduation parties that encourage residents to enjoy the park and being outdoors. These events draw an average of 150 residents monthly to the park.
4	Project Name	North Monterey County Senior Center Fresh Produce Distribution
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$25,000
	Description	This project will increase the distribution of fresh fruits and vegetables at senior centers located in North Monterey County. 1. Matrix Code - 05W (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(A)); 3. Presumed Benefit - Yes; elderly persons aged 62 or older 4. Performance Objective - Public Services 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility of fresh produce for approximately 350 senior citizens in North Monterey County.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The program will provide fresh produce to approximately 350 people and/or households headed by seniors.
	Location Description	Castroville Senior Center - 11261 Crane Street. Castroville, CA 95012 Prunedale Senior Center - 8300A Prunedale North Rd # A, Prunedale, CA 93907
Planned Activities	The Food Bank will purchase fresh fruits and vegetables to supplement the more shelf stable food that is normally distributed at the Castroville and Prunedale Senior Centers.	
5	Project Name	Girls, Inc. of the Central Coast
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000

Description	Provide youth leadership development services to low-income girls, ages 9-18, in North Monterey County and Greenfield through a series of after-school programs at 8 school sites Castroville and Greenfield. Girls, Inc. will offer 5 age-appropriate programs that (1) encourage girls to pursue a college education and plan for future careers; (2) provide paid internships to program graduates to develop leadership and employment skills by teaching the program to the next generation of girls; (3) develop skills in resisting pressure from others to engage in risky behaviors; and (4) promote positive, open communication between mothers and daughters. 1. Matrix Code - 05D (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(B)); 3. Presumed Benefit - No; 4. Performance Objective - Public Services and Anti-Poverty Strategy 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility to leadership and mentoring for approximately 50 girls between the ages of 15-18 from households at or below the moderate-income threshold.
Target Date	6/30/2020
Estimate the number and type of families that will benefit from the proposed activities	Approximately 50 girls between the ages of 9 to 18.
Location Description	Greenfield High School, 225 El Camino Real, Greenfield, CA 93927 North County High School, 13990 Castroville Blvd., Castroville, CA 95012 North County Middle School, 10301 Seymour St., Castroville, CA 95012 Vista Verde Middle School, 1199 Elm Ave., Greenfield, CA 93927

	Planned Activities	<ul style="list-style-type: none"> • ECHO Leadership and Mentoring program. Through a series of 16 interactive modules, guest speakers, field trips and retreats, young women, ages 15-18, are encouraged to stay in school, pursue post-secondary education, avoid pregnancy, and plan for future careers. Girls explore career paths, prepare resumes, prepare for job interviews, plan for college, and learn about women’s health, budgeting, and influencing public policy. • Will Power/Won’t Power is a series of interactive assertive communication workshops for girls ages 12-14, whose topics include: learning age-appropriate information about their bodies and how to stay healthy, identifying sexual pressures and how to resist them, exploring personal values and their importance in decision-making, defending your decisions, identifying values about sexual behavior and abstinence, and avoiding risks. • The Friendly PEERsuasion program is a unique response to girls' needs because it approaches drug-abuse prevention as a peer issue, using the positive influence of young people modeling healthy behavior. Part I: Girls ages 11 to 14 go through a series of workshops that train them as facilitators to provide programming on decision-making, assertiveness, and communication skills. They also practice walking away from situations where they feel pressured to use alcohol or drugs. • Friendly PEERsuasion Part II: The newly trained “PEERsuaders” plan substance-abuse prevention activities for groups of children ages 6 through 10. Looked up to as leaders, the older girls' commitment to stay drug- and alcohol-free is reinforced. • Growing Together. Offered in English and Spanish, the program is designed to increase positive communication between mothers and their 9 -12-year-old daughters, and helps them discuss questions about sexual behavior and puberty without embarrassment, establish mutual trust, and allows them to spend quality time together while learning about open communication, decision-making and physical life changes. • Youth Leaders are ECHO graduates, who are placed in paid internships and trained to deliver programs to younger girls in middle and high school; they plan, facilitate and evaluate programs, train new youth leaders and adult mentors, give presentations to school boards, city councils, and at public events.
6	Project Name	Fair Housing and Legal Services for Seniors
	Target Area	
	Goals Supported	Public Services Fair Housing
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000

	Description	LSS is proposing to provide direct legal services to 250 low-income seniors in Unincorporated Monterey County and the Cities of Gonzales, Greenfield and Sand City AND to provide 4 workshops in those locations educating seniors, their families and caregivers, and the general public on issues related to housing security. 1. Matrix Code - 05A (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(A)); 3. Presumed Benefit - Yes, elderly persons aged 62 or older 4. Performance Objective - Fair Housing and Public Services 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility to legal services for approximately 250 persons of at least 62-years of age.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 250 seniors.
	Location Description	Gonzales - City Council Chambers, 117 Fourth Street, Gonzales, CA 93926 Greenfield - Monterey County Library, 315 El Camino Real, Greenfield, CA 93927 King City - Leo A. Meyer Center, 415 Queen Street, King City, CA 93930 Monterey - Monterey Senior Center, 280 Dickman Avenue, Monterey, CA 93940 Prunedale - Monterey County Free Library, 17822 Moro Rd, Salinas, CA 93907 Salinas - Legal Services for Seniors, 947-B Blanco Circle (in the Harkins Business Center), Salinas, CA 93901 Seaside - Legal Services for Seniors, 915 Hilby Ave #2, Seaside, CA 93955 Soledad - Monterey County Free Library, 401 Gabilan Drive, Soledad, California 93950
	Planned Activities	<ul style="list-style-type: none"> • Provide direct legal services to at approximately 250 low-income seniors in Unincorporated Monterey County and the Cities of Gonzales, Greenfield and Sand City. • Provide 4 workshops/seminars on recognizing and preventing elder abuse (financial, physical and emotional) in Unincorporated Monterey County and the Cities of Gonzales, Greenfield or Sand City.
7	Project Name	Salinas Valley Home Delivered Meal Program
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000

	Description	Deliver nutritious meals, created for the specific health needs of older Americans, to the homes of seniors, 62 and older, who are unable to shop or cook for themselves. 1. Matrix Code - 05A (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a));3. Presumed Benefit - Yes, Disabled or elderly persons aged 62 or older 4. Performance Objective - Public Services 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Sustainability for the program and increase service to approximately 25 seniors who are otherwise unable to shop or cook for themselves.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 25, new, homebound people will receive home delivered meals.
	Location Description	Meals on Wheels of the Salinas Valley's main office is located at 40 Clark Street Suite C, Salinas, CA 93901. Meals are delivered to specific homes within the Salinas Valley by volunteers.
	Planned Activities	Meals on Wheels of the Salinas Valley delivers nutritious meals on a weekly basis to the homes of seniors, 62 and older, who are unable to shop or cook for themselves because of a variety of reasons. These low-income seniors will benefit from our program because many of them do not have access to, or the ability to eat nutritious meals on a consistent basis, which is essential to their overall health. The seniors benefit not only from the consistent, home-delivered meals, but also because of the 'welfare' check we provide during our weekly deliveries. Our volunteers and staff get to know the clients because of their regular contact and are often the first people to notice when something is awry; be it their physical, emotional or psychological condition. The benefit is two-fold, receiving healthy main meals delivered directly to their homes, and friendly and caring contact with an individual. We've had situations where we've called the emergency contact of our clients to express our concerns and observations and we've also reached out to APS when appropriate.
8	Project Name	Los Ositos - Resident Services Program
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,000

	Description	Funding will be used to revamp the Resident Services Program and add more services to the already existing program. The services the HADC will add at Los Ositos are in the realm of meal/nutrition, assistance/resource information, health and wellness education, and social and recreational activities. 1. Matrix Code - 05A (24CFR570.201(e)) 2. National Objective - LMC (24CFR570.208(a)); 3. Presumed Benefit - Yes, elderly persons aged 62 or older 4. Performance Objective - Public Services and Affordable Housing 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility of services to improve the quality of life for the approximately 50 residents of the Los Ositos Senior Public Housing Development.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Los Ositos is a 50-unit public housing development in Greenfield, CA. The development is specifically targeted to house seniors and/or those with disabilities.
	Location Description	1083 Elm St., Greenfield, CA
	Planned Activities	Funding is being requested to revamp the Resident Services Program and add more services to the already existing program. The services that the HDC would like to add at Los Ositos include meal/nutrition assistance, assistance/resource information, health and wellness education, and social and recreational activities.
9	Project Name	Nature Guide Employment Training Program
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$11,310
	Description	The District will create part-time summer positions for a Program Supervisor position and four Nature Guide positions. Program objectives: Disseminate information about and encourage land conservation. 2. Provide work experience for local youth that will help prepare them for jobs in the ecotourism industry. 3. Increase the use of the Moro Cojo Park and Nature Trails. 4. Create land stewardship projects and opportunities 5. Encourage healthy behaviors in our community. 6. Expand collaboration with the Elkhorn Slough Foundation and Return of the Natives. 1. Matrix Code - 05D (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)); 3. Presumed Benefit - No; 4. Performance Objective - Public Services 5. Performance Measure - Create Economic Opportunities; 6. Performance Outcome - Sustainability by providing up to 9-youth from low- and moderate-income households with training in maintaining public resources and educating the public about the natural environment.
	Target Date	6/30/2010

	Estimate the number and type of families that will benefit from the proposed activities	Nine youth will receive decent training to lead wildlife and plant walks.
	Location Description	Elkhorn Slough National Estuarine Research Reserve - 1700 Elkhorn Rd, Castroville, CA 95012 Rancho Moro Cojo trail system - Castroville Blvd., Castroville, CA 95012, adjacent to the Moro Cojo subdivision.
	Planned Activities	Low to moderate income families will be targeted for this benefit. Youth for the Nature Guide positions will be recruited from local high schools. Applications will include an income eligibility requirement The main project work site is adjacent to the Rancho Moro Cojo community which is a CHISPA sweat equity development. In addition to job training, the population at large will receive the benefits of education. Nature Guides will learn about the natural environment in their neighborhoods and how to care for them. They will also be trained to share their knowledge with the population at large by guiding tours on the Rancho Moro Cojo trail system and disseminating their knowledge to tour participants. Supervised land stewardship projects will be planned and made available for residents to participate in.
10	Project Name	Independent Living Village - Counseling Services
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000
	Description	The Rancho Cielo's version of transitional living is where residents come together to support each other in the quest for a fresh start. Rancho Cielo anticipates that clients will live in the Transitional Housing Village for 9-24 months. Students benefit from having a stable and safe place to call home. Because of Transitional Housing Village, students need not leave the safe environment, they enter in the morning and risk a return to the same neighborhood enabling a lifestyle characterized by bad choices and illegal activity. 1. Matrix Code - 03T (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(B)); 3. Presumed Benefit - No; 4. Performance Objective - Homeless Services and Homeless Prevention and Anti-Poverty Strategy 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility of counseling services for up to six youth aged 18-24 who are living in the RCYC Independent Living Transitional Housing Village.
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	Six youth are expected to benefit from the basic and vocational education and life skills counseling they receive while living in Rancho Cielo's transitional housing units during 2019-2020.
	Location Description	710 Old Stage Road, Salinas, CA 93908
	Planned Activities	<p>The Independent Living Village at Rancho Cielo is for 18-25-year-old homeless youth. Rancho Cielo program participants are provided a preference for housing. All applicants for the housing program are required to go through the same application and interview process. Criteria for Enrollment:</p> <ul style="list-style-type: none"> • Ages 18-25 • Rancho Cielo participant or graduate with demonstrated success is a preference. • Demonstrated willingness to change his/her life • Demonstrated ability to get along with people • Demonstrated desire to be a successful, contributing member of society • Demonstrated need to relocate out of neighborhood/homelessness • Enrolled full time in school, working, or both. • Probation or Parole status OK. • Low income. • Willingness to follow program rules and policies. <p>Students benefit from obtaining a stable and safe place to call home. Because of our Transitional Housing Village, students need not leave the safe learning environment they enter in the morning and risk a return to the same neighborhood enabling a lifestyle characterized by bad choices and illegal activities.</p>
11	Project Name	211 Service
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,000

	Description	Provide information and referrals services 24/7 to all Monterey County residents to low-cost and free health and human services. Services are provided in the preferred language of the caller and are free of charge to callers. Referrals are made by nationally certified I&R Call Specialists and Call Center. In addition to routine I&R services, Call Specialists are trained to take calls from people in personal crisis and connect them quickly to the appropriate crisis line for further expert assistance. During community wide disasters and emergencies, 2-1-1 compliments 9-1-1 emergency services 1. Matrix Code - 05Z (24CFR570.201(e)); 2. National Objective - LMA (24CFR570.208(a)); 3. Presumed Benefit - No; 4. Performance Objective - Public Services and Homeless Services and Homeless Prevention 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility to an information and referral service reaching approximately 1,000 low-moderate-income people.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1,000 people from the Urban County will use the 2-1-1 service annually.
	Location Description	The United Way's offices are located at 60 Garden Court, Monterey, CA 93940. The 2-1-1 service is accessible anywhere there is internet or phone service.
	Planned Activities	Provide information and referrals services 24/7 to all Monterey County residents to low-cost and free health and human services. Services are provided in the preferred language of the caller and are free of charge to callers. Referrals are made by nationally certified I&R Call Specialists and Call Center. In addition to routine I&R services, Call Specialists are trained to take calls from people in personal crisis and connect them quickly to the appropriate crisis line for further expert assistance. During communitywide disasters and emergencies, 2-1-1 compliments 9-1-1 emergency services.
12	Project Name	Fire Station Equipment - Type 1 Engine
	Target Area	
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$757,521

	Description	The City of Greenfield will use CDBG funds to: Program: Fire Apparatus Purchase Objective: Purchase and Equip a Type 1 Fire Engine Outcome: 1 fully equipped Type 1 Fire Engine Outcome Measurement: Type 1 Fire Engine Timeline: July 1, 2019 - June 30, 2020 Expected CDBG Cost: \$554,597.18 Program: Quick Response Vehicle Objective: Purchase and Equip 1 Quick Response Vehicle Outcome: 1 fully equipped Quick Response Vehicle Outcome Measurement: Quick Response Vehicle Timeline: July 1, 2019 - June 30, 2020 Expected CDBG Cost: \$73,723.71 Program: Self-Contained Breathing Apparatus & Safety Gear Objective: Purchase 20 SCBA masks and 30 SCBA tanks and ballistic vests and helmets. Outcome: New SCBA Equipment Outcome Measurement: New SCBA Equipment Timeline: July 1, 2019 - June 30, 2020 Expected CDBG Cost: \$129,200.11 Acquisition of this equipment will improve the emergency medical and fire response in the City of Greenfield and the surrounding area served by the Greenfield Fire Department. Funding comes from the City of Greenfield's 2017-18 allocation of \$259,238; 2018-19 allocation of \$259,238; and. 2019-20 allocation of \$239,045. 1. Matrix Code - 03O (24CFR570.201(c)); 2. National Objective - LMA (24CFR570.208(a)(1)); 3. Presumed Benefit - No, according to the HUD released ACS-2015-lowmod_localgov_all spreadsheet Greenfield's population is 64.77% low/mod.; 4. Performance Objective - Public Facilities 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Sustainability by improving the fire department's ability to respond to medical/life and fire emergencies within a city of approximately 16,800.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The entire population of Greenfield, approximately 16,800 (of whom 64.77% are of low- or moderate-income) will benefit from the new Fire Engine.
	Location Description	The new fire engine will serve the City of Greenfield, in the central Salinas Valley area of Monterey County. Under state and federal mutual aid, the Greenfield Fire Department may, in rare cases, be called upon to provide services in other areas of County, state or even nation.
	Planned Activities	Purchase of a new public safety equipment.
13	Project Name	Greenfield Commons
	Target Area	
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$350,000

	Description	CDBG funds will be used to help EAH Housing construct city mandated off-site improvements associated with the 200-unit Greenfield Commons affordable housing development at 41206 Walnut Avenue in Greenfield, CA. The development will provide permanent housing for large families and aims to serve the local farmworker community. The average income targeted is 49% AMI. The proposed development is consistent with EAH's goal to create community by developing, managing and promoting quality affordable housing. This project will have a lasting impact on the community and the provision of substantial housing stock for which there is a great need. 1. Matrix Code - 03K (24CFR570.201(c)); 2. National Objective - LMH (24CFR570.208(a)(3)); 3. Presumed Benefit - No, but housing will be built with TCAC participation and will have defined income limits that do not exceed 80% of AMI.; 4. Performance Objective - Affordable Housing and Infrastructure 5. Performance Measure - Provide Decent Affordable Housing; 6. Performance Outcome - Affordability of approximately 200 new rental units that will be affordable to households earning less than 80% of AMI.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	When completed, Greenfield Commons will have a total of 200-units, of which at least 198-units will be for extremely low-, low-, and moderate-income households.
	Location Description	41206 Walnut Ave., Greenfield, CA
	Planned Activities	Construction of off-site sidewalk and street improvements related to the development of a 200-unit affordable housing complex on 11-acres in Greenfield, CA. Construction is currently expected to begin in August 2020 and be complete by February 2022.
14	Project Name	Scattered Site Residential Solar Program
	Target Area	
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$50,000

	Description	GRID Alternatives proposes to continue serving qualified low-income residents living within Monterey County with an affordable solar housing program. With funds, GRID Alternatives will install complete solar systems for residents, saving them money on electricity costs that can be used to pay for other expenses. In addition to serving low-income homeowners, GRID engages community members and job trainees in our solar installations, providing hands-on experience and job training for job seekers looking to start a career in the rapidly expanding solar industry. 1. Matrix Code - 14F (24CFR570.202(a)(1)) 2. National Objective - LMH (24CFR570.208(a)(3)); 3. Presumed Benefit - No; 4. Performance Objective - Affordable Housing and Energy Efficiency Improvements 5. Performance Measure - Provide Decent Affordable Housing; 6. Performance Outcome - Affordability of homeownership through the reduction of PG&E electrical service charges for approximately 10 low- or moderate-income homeowners through the installation of solar systems.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This program will benefit approximately 10 low- and moderate-income households that own their homes.
	Location Description	Various locations throughout the Urban County and its participating cities.
	Planned Activities	GRID Alternatives will use vocational education students to install residential solar electric systems on the homes of low-moderate income homeowners and assist them with all paperwork necessary to claim any rebates, refunds or tax benefits from the installation of the system.
15	Project Name	General Administration
	Target Area	
	Goals Supported	Public Facilities Infrastructure Improvements Public Services Homeless and Homeless Prevention Services Fair Housing Affordable Housing
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$258,358
	Description	This project provides for County and City of Gonzales costs to administer the CDBG program, including the Urban County's next Consolidated Plan. 1. Matrix Code - 21A (24CFR570.206(a)(1)) 2. National Objective: Per the 2013 CDBG Guide to National Objectives & Eligible Activities for Entitlement Communities costs that are appropriately charged to this category are presumed to meet a CDBG national objective and a grantee does not have to maintain any other documentation for this purpose (24CFR570.208(d)(4)) 3. Presumed Benefit: N/A 4. Performance Objective: N/A 5. Performance Measure: N/A 6. Performance Outcome: N/A
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	There are no direct beneficiaries associated with the County's management of the CDBG funds.
	Location Description	The Housing and Economic Development Division office is located at 1441 Schilling Place - North, Salinas, CA 93901. County staff makes annual site visits to Subrecipients and provides on-site technical assistance as requested by the Subrecipients.
	Planned Activities	Preparation of required subrecipient agreements, grant reporting, monitoring of subrecipients, public noticing, and preparing the assessment of fair housing.
16	Project Name	Rec Center Outdoor Rehab and Beautification
	Target Area	
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$65,650
	Description	The proposed Center Outdoor Rehab and Beautification would see the skate park resurfaced with a skate overlay coating. The old and aging perimeter fencing will be removed, and new fencing will be installed. The Recreation Center building will receive new paint and a new color scheme. 1. Matrix Code - 03F (24CFR570.201(c)); 2. National Objective - LMA (24CFR570.208(a)(1)); 3. Presumed Benefit - No, according to the HUD released ACS-2015-lowmod_localgov_all spreadsheet the Castroville CDP population is 66.19% low/mod and the areas outside the CDP are sparsely populated; 4. Performance Objective - Public Facilities 5. Performance Measure - Create Economic Opportunities; 6. Performance Outcome - Sustainability by rehabilitating existing facilities that may be used by approximately 150 people between the ages of 9 and 29 annually in the predominately low- and moderate-income community of Castroville.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 150 people between the ages of 9 and 29 annually in the predominately low- and moderate-income Castroville Census Designated Place are expected to use the skate park.
	Location Description	11261 Crane St., Castroville, CA 95012
	Planned Activities	The proposed Center Outdoor Rehab and Beautification would see the skate park resurfaced with a skate overlay coating. The old and aging perimeter fencing will be removed, and new fencing will be installed. The Recreation Center building will receive new paint and a new color scheme.
17	Project Name	CDBG-CV - ECHO - Fair Housing and Tenant / Landlord Services
	Target Area	
	Goals Supported	Public Services

	Needs Addressed	Public Services Homeless Services and Homeless Prevention Affordable Housing
	Funding	CDBG-CV: \$15,000
	Description	ECHO will use CDBG-CV funds to respond to landlord-tenant issues that have come up because of the COVID-19 public health crisis. The biggest issue requiring ECHO's assistance has been explaining the rights and obligations of landlords and tenants during the eviction moratorium imposed by the state and County during the COVID-19 public health emergency. 1. Matrix Code - 05J; 2. National Objective - LMC; 3. Presumed Benefit - No; 4. Performance Objective - Public Service; 6. Performance Measure - Provide Decent Affordable Housing Performance Outcome - Availability/Accessibility
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	ECHO estimates that they will provide 45 low and/or moderate-income households with fair housing and/or mediation services.
	Location Description	ECHO has space in the County of Monterey's Housing and Economic Development Division, located at 168 West Alisal St., 3rd Fl., Salinas, CA 93901, and the City of Monterey's Housing Office, 353 Camino El Estero, Monterey CA 93940.
	Planned Activities	<ul style="list-style-type: none"> • Landlord/Tenant Counseling • Landlord/Tenant Conciliation and Mediation <p>Outreach: Outreach consists of presentations, flyer outreach, radio or television interviews, and a newspaper article or ad to the public on eviction protection and resources available to low- and moderate-income households impacted by COVID-19. Efforts will be targeted to property owners and managers to ensure awareness of and compliance with eviction moratoriums and tenant responsibility to make payment arrangements if they suffer lost income due to COVID-19.</p>
18	Project Name	CDBG-CV - Food Bank - Additional Food & Truck Purchase
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG-CV: \$721,541
	Description	The Food Bank will use CDBG-CV funds to respond to the almost unprecedented levels of food insecurity experienced because of under and unemployment brought about by COVID-19 related business closures and collapsing economic activity. 1. Matrix Code - 05W; 2. National Objective - LMC; 3. Presumed Benefit - Yes; 4. Performance Objective - Public Service; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility
	Target Date	9/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	The program will allow the Food Bank to purchase additional food for distribution to those impacted by the COVID-19 public health crisis.
	Location Description	353 W. Rossi St., Salinas, CA 93907 and 26 food distribution locations throughout the County.
	Planned Activities	The Food Bank will purchase additional food for distribution through Food Bank distribution centers and pantries operated by non-profits throughout the County and purchase a refrigerated truck to allow distribution of more products requiring cold storage/distribution.
19	Project Name	CDBG-CV - Legal Services for Seniors - Fair Housing and Legal Services
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG-CV: \$15,000
	Description	LSS will use CDBG-CV funds to provide legal services to seniors who are experiencing housing issues related to eviction moratoriums put in place because of COVID-19 or who are have been targeted by COVID-19 scams. 1. Matrix Code - 05A; 2. National Objective: LMC; 3. Presumed Benefit - Yes, Elderly Persons; 4. Performance Objective - Public Service; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	100 seniors over the age of 62.
	Location Description	
	Planned Activities	LSS will provide legal services for additional seniors.
20	Project Name	CDBG-CV - Meals on Wheels - Salinas Valley Home Delivered Meal Program
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG-CV: \$50,000
	Description	MoW-SV Valley will use the CDBG-CV funds to respond to the increased demand for home delivered meal services by seniors who need to maintain social distancing due to medical vulnerabilities and are or were under a shelter-in-place order due to the COVID-19 public health emergency. 1. Matrix Code - 05A; 2. National Objective - LMC; 3. Presumed Benefit - Yes, Disabled or Elderly Persons; 4. Performance Objective: Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome – Sustainability

	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	25 seniors over the age of 62.
	Location Description	Individual homes throughout the Salinas Valley.
	Planned Activities	Purchase and delivery of restaurant meals to otherwise able bodied but homebound seniors sheltering due to the COVID-19 public health emergency.
21	Project Name	CDBG-CV - United Way - 211 Service
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG-CV: \$15,000
	Description	The United Way will use CDBG-CV funding to increase its 2-1-1 capacity to respond to the increased demand for its referral services brought on by the COVID-19 public health emergency. In addition to its usual referrals, the UW has experienced more calls for assistance locating COVID testing centers and for information related to allowed activities under the various public health orders that have been imposed as a result of COVID-19. 1. Matrix Code - 05Z; 2. National Objective - URG; 3. Presumed Benefit - No; 4. Performance Objective - Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Unknown but the 2-1-1 system has been responding to approximately 56 additional calls per day specifically related to the COVID-19 public health emergency.
	Location Description	Countywide wherever telephone or internet access is available.
	Planned Activities	Continue responding to COVID-19 related information referrals.
22	Project Name	Sun Rose Gardens - Transitional Housing Development
	Target Area	
	Goals Supported	Public Facilities Public Services Homeless and Homeless Prevention Services Fair Housing Affordable Housing
	Needs Addressed	Public Facilities
	Funding	CDBG: \$1,066,770

	Description	Interim, Inc. will demolish an existing building used for permanent supportive housing unit and reconstruct it with 6 units of permanent supportive housing, 8 units of transitional housing, an on-site managers unit and common areas. The total project cost is estimated at \$4,418,565 and the County's CDBG funding will specifically support the construction of the transitional housing units and eligible common spaces. 1. Matrix Code - 03C; 2. - National Objective - LMC; 3. Presumed Benefit - Yes; 4. Performance Objective - Public Facilities; 5. Performance Measure - Provide decent affordable housing; 6. Performance Outcome – Affordability
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	The 7-units of transitional housing may house as many as 28 individuals transitioning from homelessness to permanent housing annually, assuming the maximum length of stay is 90-days within a given year.
	Location Description	439 Soledad St., Salinas, CA 93901
	Planned Activities	<p>Nine units will be permanent supportive housing for very low-income adults with psychiatric disabilities who are homeless, chronically homeless, or at-risk of chronic homelessness. Seven of the units will be studio apartments that will house one person each. Two of the units will be 1-bedroom apartments that house one person each. The nine units will be regulated under NPLH. One unit will be a studio apartment housing a resident manager.</p> <p>One eight-bedroom unit will be transitional housing for eight residents who are homeless or at-risk of homelessness, who have psychiatric disabilities, and who are enrolled in a full-service partnership under the MCHOME program, a collaborative of Interim and MCBHB that provides outreach and intensive integrated services and housing for homeless adults. The one-bedroom transitional housing unit will be funded through other sources (capital, operating.) The transitional housing replaces a current 8-bedroom transitional housing unit that is on the site and which will be demolished.</p> <p>Sun Rose Apartments will include a Community Room for tenants and private offices for supportive services. The community space will be shared by both the transitional unit and the permanent housing units. Supportive services will be provided to all tenants. The supportive services will be funded by MCBH under an existing contract with Interim Inc., who will be the service provider.</p> <p>Additional Sources of funding include inclusionary housing funds, Whole Person Care, County CDBG Capital funds, NPLH COSR and Capital funds, City of Salinas CDBG/HOME and private donations. Total estimated cost is \$8,532,975.</p>
23	Project Name	CDBG -CV United Way Emergency Rental Assistance
	Target Area	
	Goals Supported	Homeless and Homelessness Prevention Services

Needs Addressed	Homeless and Homelessness Prevention Services
Funding	\$1,049,326
Description	The United Way will use CDBG-CV funding to continue to provide emergency rental assistance payments to income qualified households who can demonstrate that they cannot make their rent payments due to income lost from COVID-19 related job loss or reduction in hours worked. Payments will be made directly to the property owner or manager. 1. Matrix Code – 05Q; 2. - National Objective - LMC; 3. Presumed Benefit - No; 4. Performance Objective - Public Services; 5. Performance Measure - Provide decent affordable housing; 6. Performance Outcome – Affordability.
Target Date	12/31/21
Estimate the number and type of families that will benefit from the proposed activities	115 low- and moderate-income households at risk of eviction due to COVID-19 related economic losses, e.g. lost wages due to layoff and/or reduction in hours worked.
Location Description	Various locations throughout the Urban County.
Planned Activities	Emergency rental assistance payments for up to six consecutive months for income qualified households. Monthly rental assistance is not expected to exceed \$1,500 or \$9,000 per household.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Urban County is composed of the cities of Del Rey Oaks, Gonzales, Greenfield and Sand City, and the unincorporated areas of Monterey County. The Urban County has not established specific target areas where CDBG funds will be focused. Monterey County covers over 3,000 square miles and outside of the cities there are very few areas of low-income and minority concentration. The census block groups that do have concentrations of low-income and minority populations are either densely concentrated in the communities of Castroville and Pajaro or so widely disbursed that it is not possible to focus on those areas.

Del Rey Oaks has a low/moderate income population is 17.31%.

Gonzales consists of three Census Block Groups with an average low/moderate income population of 66.23%.

Greenfield consists of eight Census Block Groups with an average low/moderate income population of 56.52%. Girls, Inc. and Meals on Wheels of the Salinas Valley have expanded their service areas to increase their level of service in Greenfield.

Sand City has one Census Block Group with an average low/moderate income population of 58.06%

The unincorporated areas of the Urban County have 65 Census Block Groups of which 13 have low/moderate income populations of greater than 50%.

The Urban County has targeted projects and services to address the needs of people and households living primarily in these 25 Census Block Groups.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

This section is not applicable to the Urban County because it does not prioritize funds geographically.

Discussion

See discussions above.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

With a limited CDBG allocation, the Urban County does not anticipate expending a significant portion of its CDBG funds on providing affordable housing. Other funding sources, such as State HOME funds, inclusionary housing in-lieu fees, and Housing Successor Agency funds will be the primary sources of funding to address affordable housing needs in the Urban County.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	10
Special-Needs	0
Total	10

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	10

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The Urban County is planning to support GRID Alternatives efforts to bring solar energy systems to low-moderate income households who own their homes.

The Urban County is investing in EAH Housing which will use CDBG funds to construct off-site sidewalk and street improvements required as part of their 200-unit Greenfield Commons affordable housing development. Construction is anticipated to begin in mid-2020.

The Urban County is also investing in the Veterans Transition Center to fund a master plan for the VTC's remaining property on Hayes Circle on the former Fort Ord. VTC is currently contemplating construction of tiny homes on the property but the number of units that can be accommodated and the services that need to be provided will be determined through the master planning process.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of the County of Monterey (HACM) is the local Public Housing Authority. The HACM has established the Monterey County Housing Development Consulting Corporation (HDC2) to manage former public housing developments. There are 22 properties with 1,091 units under HDC2 management. Approximately one-quarter of the units are restricted to farmworker families. Another quarter of the units are restricted to seniors or persons with disabilities.

- HDC2 has three properties in the unincorporated areas of the Urban County. Two of the properties are restricted to occupancy by farmworker families and the third is restricted to seniors or persons with disabilities.
- HDC2 has two public housing developments in Gonzales. One of the properties is restricted to seniors or persons with disabilities.
- HDC2 has one public housing development in Greenfield.
- There are currently no public housing developments located in Sand City.

Actions planned during the next year to address the needs to public housing

HACM is in the process of privatizing all public housing and placing them under the control of HDC2. During the coming year, HDC2 will continue to modernize and rehabilitate or tear down and rebuild former public housing units through the HUD RAD program.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The HACM requires or promotes a range of activities to increase resident involvement in the public housing program. These include:

- Requiring each adult household member to participate in eight hours of community services;
- Encouraging the installation of neighborhood watch programs;
- Conducting tenant meetings to receive input from residents; and
- Conducting specific meetings before the HACM board regarding tenant involvement.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The HACM is not designated as "troubled."

Discussion

The Urban County is providing funding to the HDC2 to begin a more robust resident services program at Los Ositos. Los Ositos is a former public housing development located in Greenfield, CA and open to seniors and the disabled. The HDC2 conducted a survey of residents to determine what kinds of programs they would like to see and that would improve the quality of life for the residents.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Homeless and homeless prevention services are identified as a high priority need in the FY 2013 - FY 2017 Consolidated Plan. The Urban County anticipates expending approximately 33 percent of its public service cap (up to 15 percent of the CDBG annual allocation and program income) to provide homeless and homeless prevention services through the following:

- Case management of disabled persons to maintain their ability to live independently – Central Coast Center for Independent Living
- Case management for homeless at-risk youth in transitional housing - Rancho Cielo
- Food distribution to residents in the Castroville, Pajaro and Prunedale areas - Food Bank for Monterey County
- Food distribution to residents in Gonzales and nearby unincorporated areas – Meals on Wheels

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Urban County is providing funding for one program that primarily serve the homeless or those at risk of homelessness. The Rancho Cielo project provides case management to 30 at-risk youth in transitional housing who were homeless because they are attempting to leave gangs or escape gang-controlled neighborhoods. Six of the slots are specifically set-aside for youth from the cities of Gonzales, Greenfield, Sand City or the unincorporated areas of the County.

The Urban County is also providing funding for VTC to prepare a Master Plan for their Hayes Circle property. The Master Plan will evaluate the type of housing needed to serve homeless veterans and their families and help VTC develop funding strategies to develop new units.

Addressing the emergency shelter and transitional housing needs of homeless persons

Rancho Cielo is a transitional housing and educational program that is designed to help individuals at risk of homelessness as they attempt to escape neighborhoods that do not provide positive opportunities. Rancho Cielo has five units of transitional housing that can accommodate up to 30 people at a time. Six of the beds are allocated for persons from the Urban County.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In addition to the above, the Urban County will continue to rely on a vast network of public and nonprofit agencies in the Continuum of Care (CoC) system to provide a range of housing options and services. The CoC system strives to provide and expand housing opportunities for the homeless and formerly homeless, through emergency shelters, transitional housing, supportive housing, and permanent housing. Outreach, assessment, and case management services are also offered through this

network to assist the homeless in transitioning to permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Regarding individuals being discharged from publicly funded institutions and systems of care, the Rancho Cielo program works with youth who have been in foster care or other youth facilities or corrections programs and institutions to help them from becoming homeless. Outside of the Urban County programs, the Veterans Transition Center, which is funded through the COC and the Urban County, can also provide services to those who are being discharged from health care facilities, mental health facilities, and corrections programs and institutions.

Regarding helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs, a variety of resources are available. The Food Bank project in North County delivers to Senior Centers and/or food pantries on a weekly basis in Castroville, Pajaro and Prunedale. This will assist the low-income population by reducing their food expense which allows them to use more income for housing, medical, and other monthly expenses. Meals on Wheels delivers meals to homebound individuals daily in Gonzales and nearby unincorporated areas. This also assists the low-income population by reducing their food expense which allows them to use more income for housing, medical, and other monthly expenses. Additionally, agencies such as Catholic Charities and the Housing Resource Center provide rental and utility payment services on a crisis basis to prevent homelessness.

Discussion

Regarding the frail and elderly, the Food Bank and Meals on Wheels programs proposed to be funded under the services component of the Urban County Annual Action Plan, will provide nutritional supportive services to those who are not homeless. Activities for non-homeless persons with mental, physical, developmental, alcohol and drug addictions, or HIV/AIDS and their families are addressed outside of the Urban County by a variety of non-profit agencies and through the Monterey County Social Services Department. The housing and supportive services needs of Public Housing residents are addressed in part by the Housing Authority as well as by other non-profits and public agencies.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Market and governmental factors pose constraints to the provision of adequate and affordable housing. These factors tend to disproportionately impact low- and moderate-income households due to their limited resources for absorbing the costs. Individually, local jurisdictions have little influence over the market factors (such as the cost of labor and construction materials, cost of land, or availability of financing), or statewide and national policies (such as prevailing wage requirements, environmental protection, and California Coastal Act). Other local factors that could potentially impede affordable housing development include:

- Residential Land Use Policies
- Development Regulations
- Development Review Process

The Urban County strives to mitigate local barriers to affordable housing by offering incentives to encourage affordable housing development.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Urban County uses the following tools to mitigate the cost of housing development.

- Density Bonus: State density bonus law provides density increases, along with other regulatory concessions and incentives in exchange for affordable housing.
- Second Units: Jurisdictions are required to permit second units through a ministerial process in single-family zones.
- Streamline Processing: All local jurisdictions are required to adhere to the Streamline Processing Act to reduce the time associated with project review and approval.
- CEQA Exemption: Affordable housing and infill housing projects are exempt under the California Environmental Quality Act (CEQA).

In October 2017, the State of California enacted 14 new laws directed at creating new and preserving existing affordable housing. The Urban County has begun analyzing how these laws can be used to contribute to the supply of affordable housing in Monterey County. Monterey County is also reanalyzing its current Inclusionary Housing Ordinance and preparing to redraft it to make it a more impactful affordable housing program.

Discussion:

See discussion above.

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses the Urban County's efforts in addressing underserved needs, developing the institutional structure for delivering housing and community development activities, and expanding and preserving affordable housing opportunities.

Actions planned to address obstacles to meeting underserved needs

Based on the results of the community outreach process, the Urban County's most underserved groups are the homeless and youth. Generally, the lack of funding is the most critical obstacle to meeting the needs of these groups. The Urban County is helping to bridge the gap by allocating CDBG funds to homeless, homeless prevention, and youth programs.

As CDBG funds are limited, the Urban County will continue to rely on the existing network of public and nonprofit agencies to deliver most housing and supportive services for the homeless and youth in the community.

Actions planned to foster and maintain affordable housing

The Urban County will continue to foster and maintain affordable housing through the following:

- **Density Bonus:** State density bonus law provides density increases, along with other regulatory concessions and incentives in exchange for affordable housing.
- **Second Units:** Jurisdictions are required to permit second units through a ministerial process in single-family zones.
- **Streamline Processing:** All local jurisdictions are required to adhere to the Streamline Processing Act to reduce the time associated with project review and approval.
- **CEQA Exemption:** Affordable housing and infill housing projects are exempt under the California Environmental Quality Act (CEQA).

In addition, the Urban County will continue to pursue funding at both the State and Federal levels to support new construction, rehabilitation, and acquisition/rehabilitation of affordable housing.

Actions planned to reduce lead-based paint hazards

Lead poisoning is addressed by the Monterey County Health Department Childhood Lead Poisoning Prevention Program (CLPPP). CLPPP provides services to the community to:

- Increase awareness of the hazards of lead exposure;
- Reduce lead exposure; and
- Increase the number of children assessed and appropriately blood tested for lead poisoning.

A public health nurse provides home visitation and case management, and a registered environmental health specialist provides environmental home inspections to families of children found to be severely lead-poisoned. Local code enforcement staff will continue to provide information on lead-based paint hazards and resources for abatement.

Actions planned to reduce the number of poverty-level families

The Urban County seeks to reduce the number of people living in poverty (extremely low-income households earning less than 30 percent of the AMI) by providing several programs, including housing assistance, supportive services, economic development assistance, and job training opportunities. This anti-poverty strategy utilizes existing County job training and social service programs to increase employment marketability, household income, and housing options. These programs are detailed in the

FY 2013-2017 Consolidated Plan and its update.

Actions planned to develop institutional structure

The Urban County will continue to coordinate with public and private housing and services agencies to deliver housing and community development activities in the Urban County area. Various agencies will continue to be invited to attend public meetings related to the CDBG program. The Urban County will continue to maintain and expand the outreach list for the CDBG program.

Actions planned to enhance coordination between public and private housing and social service agencies

The Urban County will continue to work with HUD and the various public and private housing and social service agencies to use CDBG funding to support projects. This will have to be done on a case-by-case basis so that the Urban County can properly establish a nexus between the Urban County and support for housing and social services in other entitlement jurisdictions.

Discussion:

See discussions above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The following provides additional information about the CDBG program requirements. The Urban County does receive program income from residual loan repayments that were originally funded with State CDBG funds. Pursuant to 24 CFR 570.489(c)(iii), the County and City of Del Rey Oaks have certified to the California Department of Housing and Community Development that program income from these sources is now receipted into IDIS and no longer reported to HCD

The Urban County does not anticipate expending funding on Urgent Need activities, as defined by HUD as activities that:

- Pose a serious and immediate threat to the health or welfare of the community;
- Are of recent origin or recently became urgent;
- The state grant recipient is unable to finance the activity on its own; and
- Other sources of funding are not available to carry out.

A condition will generally be of recent origin if it is developed or became critical within the last 18 months.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	81.24%

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2019

The period which will be used to calculate the overall benefit to persons of low to moderate income for activities using CDBG funds will be three years, of which this Plan, covering July 1, 2019 to June 30, 2020, is the first year. During FY19/20 the Urban County anticipates using 20% of the available CDBG funds for administrative expenses.

The Urban County anticipates receiving \$1,572,792 in CDBG funds (including Program Income) for FY 19/20. The Urban County plans to allocate the available funds as follows:

- 69% for community development and housing activities
- 13% percent of the funds for public services
- 18% of CDBG funds will be used for planning and general administration of the CDBG grant.

All community development, housing and public service activities are expected to primarily benefit low and moderate income persons because they live in a "LMA" Low and Moderate Income Area, they meet the "LMC" Low and Moderate Income Clientele eligibility criteria, or they are LMH based on their household income.

Community Development Block Grant
2019-2020 Annual Action Plan
4th Substantial Amendment



To Be Considered by the
Monterey County Board of Supervisors
On January 12, 2021

Monterey County Urban County Consortium Members

City of Del Rey Oak

City of Greenfield

City of Gonzales

City of Sand City

County of Monterey

Submit all comments and/or questions regarding this document to:

Darby Marshall, Redevelopment & Housing Analyst II

1441 Schilling Place, 2nd Floor, South

Salinas, CA 93901

MarshallD@co.monterey.ca.us

(831) 755-5398 (facsimile)

<u>Summary of Changes</u>	<u>Page</u>
Introduction & Executive Summary	1
Comment to add/update based on public comment received through public hearing	4
Corrected staff address	5
Added reference to this 4 th Substantial Amendment	19
Added public engagement block for 4 th Substantial Amendment & noted need to update Summary of Comments Received and disposition of comments after public hearing	32
Added second CDBG-CV funding to Expected Resources in narrative and updated Anticipated Resource table	33 & 34
Updated total CCDBG-CV funding	40
Updated purpose of 4 th Substantial Amendment and added United Way – Emergency Rental Assistance to Projects table	41
Added United Way – Emergency Rental Assistance detail to table of projects	63

The purpose of this amendment is to incorporate three Substantial Amendments approved by the Monterey County Board of Supervisors between January and May 2020. The First ~~1st~~ Substantial Amendment, adopted January 7, 2020, reallocated unused funds from prior grant years to Interim, Inc.'s Sun Rose Gardens project. The Second ~~2nd~~ Substantial Amendment, adopted April 21, 2020, reallocated funding between projects sponsored by the City of Greenfield. The Third ~~3rd~~ Substantial Amendment, adopted May 19, 2020, receipted and allocated \$816,541 in supplemental CDBG-CV (A) funding. This Fourth Substantial Amendment will receipt and allocate \$1,049,36 in additional CDBG-CV (C) funding.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Fiscal Year 2019/2020 (FY19/20) is the seventh year that the County of Monterey ("Urban County") has received Community Development Block Grant (CDBG) funding as an Urban County entitlement jurisdiction. In order to qualify as an Urban County, the County and communities participating in the Urban County must have between 100,000 and 200,000 people living in them; and, the majority of low- and moderate-income people in the county must live in the participating communities and/or unincorporated areas. Collectively, the Urban County has a population of 129,165 people. The U.S. Department of Housing and Urban Development (HUD) estimates that there are 200,300 low- or moderate-income people residing in Monterey County. Of the low-mod population, 113,490 or 56.66% live in the CDBG Metropolitan Cities of Monterey, Salinas, and Seaside. The Urban County, including the participating cities of Del Rey Oaks, Gonzales, Greenfield, and Sand City, are home to 55,090 or 63.46% of the low-mod population living outside the CDBG Metropolitan Cities and therefore meets the second qualification requirement.

FY19/20 represents the seventh year of the Urban County's Consolidated Plan. The Urban County entered into an agreement with the entitlement cities of Monterey, Salinas, Seaside, and the Housing Authority of the County of Monterey in 2017 to prepare HUD's required regional Assessment of Fair Housing (AFH). HUD encouraged jurisdictions that share housing markets to cooperate in the preparation of the AFH and granted the Urban County an extension for submitting a new Consolidated Plan to May 15, 2020. HUD later rescinded the requirement to complete the AFH and went back to requiring the Analysis of Impediments (AI) to Fair Housing. The County of Monterey completed a regional AI.

For FY19/20, the Urban County anticipates having a total of ~~\$2,389,333~~ \$2,389,333,438,659 available. The available funding includes \$1,391,792 in new CDBG funds, ~~\$1,865,867~~ \$1,865,867,816,541 in CARES Act supplement CDBG funding; approximately \$10,000 in Program Income (PI); \$46,000 in PI transferred from the State CDBG program by the City of Del Rey Oaks and \$125,000 carried over from prior years. On April 2, 2020, the Urban County was notified that it was being awarded a supplemental CDBG funds from the CARES Act to respond to the COVID-19 public health crisis. The Urban County does not receive funding from the HOME Investment Partnership Act (HOME), Emergency Solutions Grant (ESG), or Housing Opportunities for Persons with AIDS (HOPWA) or any other HUD funded but State administered programs.

The County began receiving HUD Entitlement CDBG funds in 2013. Prior to receiving CDBG Entitlement funds, the County competed for HOME and CDBG funds through the State CDBG and HOME programs. The County still receives PI from programs originally funded with State CDBG and HOME grants for first

time homebuyer down payment assistance and housing rehabilitation programs for multi-family and single-family housing.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Urban County has extensive housing and community development needs. CDBG funds alone are not adequate to address the myriad needs identified during the public outreach process and summarized in the Needs Assessment of the Consolidated Plan and its update. Recognizing the national objectives of the CDBG program and specific program regulations, the Urban County intends to use CDBG funds to coordinate programs, services, and projects to create a decent and suitable living environment to benefit low- and moderate-income households and those with special needs. Use of CDBG funds in FY 19/20 will focus on some of the most critical needs in the Urban County, including the following:

- Improvements to infrastructure and public facilities to foster a suitable living environment for low- and moderate-income households and those with special needs;
- Provision of services and programs to benefit low- and moderate-income households and those with special needs, such as youth (and at-risk youth), seniors, and the disabled; and
- Provision of services to help low- and moderate-income homeowners remain in their homes and improve their quality of life through access to clean water and installation of domestic solar electric systems.

The Urban County primarily used the supplemental CARES Act funding to support non-profits that provided fair housing services and address food security issues. A limited amount of this funding was made available to the United Way's 211 service which has provided an important link helping people and households who have been impacted by the COVID-19 public health crisis.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

To date, the Urban County's CDBG funds have supported non-profits that provide a broad range of services (including three fair housing services providers), to the homeless, seniors, youth, and families at risk of homelessness. Nearly 8,600 Monterey County residents have benefited from these services since 2013. The Urban County has funded a variety of infrastructure and public facilities projects that have benefited more than 81,000 Monterey County residents. These projects included ADA improvements to County Parks and a variety of public buildings; renovation of neighborhood recreational facilities; curb and gutter construction; transit facilities; water and sewer system improvements; and maintenance of childcare and community medical centers. The Urban County has funded the rehabilitation of one multi-family complex with 11 rental units, helped 45 families with energy efficiency improvements through the installation of rooftop solar systems, and the development of six transitional housing beds.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Urban County relies on the needs of the community as identified in the Consolidated Plan and during public hearings to determine how to allocate CDBG funds. The Urban County holds noticed public meetings and/or hearings annually in December and May as part of the process to prepare the Annual Action Plan. The Monterey County Board of Supervisors Urban County Subcommittee also conducts a meeting in April to solicit input on funding priorities that is open to the public. A third noticed public hearing is held in September to report on the Consolidated Annual Performance and Expenditure Report (CAPER). Notices of public meetings are published in the Monterey County Weekly, Gonzales Tribune, Greenfield News, King City Rustler, Soledad Bee, and El Sol consistent with the County's Citizen Participation Plan. Notices and/or agendas are also posted at the offices of the participating jurisdictions consistent with the California Ralph M. Brown Act requirements.

The Urban County did encounter one challenge related to public noticing. As noted above, the Urban County publishes notices in Spanish in the El Sol newspaper. In November 2018, El Sol had a personnel issue wherein their employee did not process the Urban County's public notice for the December 14, 2018 public meeting to solicit project proposals. Urban County staff were unaware that the notice was not published until February 2019. The Urban County was unable to remedy this oversight and still complete the Annual Action Plan on time. The Urban County will publish all future notices in English and Spanish in all publications going forward.

Between May and June 2018, the Urban County, in conjunction with the entitlement cities of Monterey, Salinas and Seaside and the Housing Authority of the County of Monterey, conducted four community workshops as part of the preparation of the regional Analysis of Impediments to Fair Housing (AI). These workshops were promoted through a combination of print materials, passive website postings, social media platforms, direct email, and through the news media. The results from the regional AI are found in the Monterey County Regional Analysis of Impediments to Fair Housing Choice and the Analysis of Impediments to Fair Housing Public Participation Summary. These documents were available on the websites of the cities of Del Rey Oaks, Gonzales, Greenfield, Sand City and Monterey County consistent with the Urban County Citizen Participation Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Meetings specific to the preparation of the 2019-2020 Annual Action Plan attracted between 10 and 15 representatives of agencies interested in exploring CDBG funding. Comments received during these meetings were focused on specific activities and funding requirements (e.g. match requirements) and did not identify any previously unmet priority funding areas. Other comments were more of the "thank you for your support" nature and highlighting the continued need for CDBG funds. All the comments made during the public meetings are detailed the section AP-12 Participation of this Action Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

The Urban County engaged the community consistent with the requirements of the Urban County's Citizen Participation Plan except for the non-publication by El Sol. In the future, the Urban County will

follow up with publications to ensure notices were published as ordered and take corrective action sooner.

There were no public comments received that identified new unmet needs for CDBG funding. Most comments received were project specific and related to issues such as local match requirements. All comments and questions were answered during the public meetings when they were posed to staff.

Commented [MD71]: Update after January 12, 2021, public hearing.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	MONTEREY COUNTY	
CDBG Administrator	MONTEREY COUNTY	Economic Development Department
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The County of Monterey is the lead agency in the Urban County. Staffing for the Urban County is out of the County Administrative Office - Intergovernmental & Legislative Affairs - Housing & Economic Development Division.

Consolidated Plan Public Contact Information

County of Monterey
 CAO-IGLA-Housing & Economic Development Division
 Darby Marshall, Redevelopment & Housing Analyst II
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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

To reach various agencies, organizations and individuals, the Urban County compiled an email list consisting of approximately 200 names, including:

- Nonprofit service providers that cater to the needs of low- and moderate-income households and persons with special needs, including persons with disabilities;
- Affordable housing providers;
- Housing advocates;
- Housing professionals;
- Public agencies (such as school districts, health services, public works);
- Economic development and employment organizations; and
- Community groups.

These agencies received email of notices of the Urban County's Action Plan process and public meetings.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Monterey County Behavioral Health (MCBH) exists to enhance, protect and improve the health of the people in Monterey County. To accomplish this, the Department provides a wide variety of health-related services in the areas of public health, environmental health, behavioral health and clinic services, including the Whole Person Care (WPC) program throughout the County. MCBH provides a range of mental health and substance use disorder services to children, youth, adults and families throughout Monterey County.

WPC is a program of Monterey County Health Department and community partners to provide comprehensive case management for the County's most vulnerable Medi-Cal recipients who are high users of hospital and emergency department facilities. This focus population also includes homeless/chronically homeless, individuals with mental illness or substance use disorders and individuals who have multiple chronic diseases. The WPC is a pilot project that began in 2016 for high-risk health care system users in Monterey County, which includes a focus population of "high utilizers" of health care services that are exclusively homeless and chronically homeless Medi-Cal recipients or Medi-Cal eligible persons with no medical health home (including those released from jail) and having 3 or more characteristics of diagnosed mental illness, hospital admissions in the prior year, chronic health diagnoses, emergency department visits, or 5 or more specific categories of prescribed medications.

The WPC program is centered on Registered Nurse case managers who assess WPC enrollees for health, housing, and social service's needs, and then provide warm hand-offs to primary care clinics, mental health/substance abuse therapists, social services, housing supports and placement, and employment training. Case managers also assist WPC enrollees in their normal environments with benefit assessments, setting and keeping appointments, transportation, food and nutrition, peer support groups, housing counseling and skill development training.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The outreach list includes homeless service agencies in the Salinas/Monterey County and San Benito County Continuum of Care (COC) Strategy.

The Coalition of Housing Service Providers (CHSP) is the designated coordinator of the COC and plays an important role in the effort to eliminate homelessness. The COC is the lead agency regarding homelessness and coordinates efforts among many non-profit and public agencies. For example, the COC oversees and administers the Homeless Management Information System (HMIS), holds monthly meetings regarding Homeless Prevention and Rapid Re-housing (HPRP), and bimonthly meetings of the Services, Employment, and Income Committee regarding the 10 Year Plan to End Homelessness. The County of Monterey, including the County Administrative Office (CAO), the Department of Social Services, and the Health Department coordinated efforts to update the 10-Year Plan to End Homelessness to ensure compliance with the State No Place Like Home (NPLH) program. This update will help guide homeless state funds to be leveraged with other funding resources to maximize positive outcomes for the community that will lead to shelter and housing.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Although the County does not receive a direct HUD ESG entitlement allocation, the County partners with the City of Salinas who receives an entitlement allocation of ESG and the State non-entitlement allocation. The State also provides funding like ESG that is called the California Emergency Solutions and Housing (CESH) program. The County supports the City of Salinas in this program by coordinating efforts through the CoC and serving on the rating and ranking committee.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	<p>Agency/Group/Organization Type City of Del Rey Oaks Other government - Local Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development Community facilities and accessibility improvements The City of Del Rey Oaks is a member of the Urban County Consortium.</p>	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>
2	<p>Agency/Group/Organization Type CITY OF GONZALES Other government - Local Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Economic Development Community facilities and accessibility improvements. The City of Gonzales is a member of the Urban County Consortium.</p>	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>
3	<p>Agency/Group/Organization Type CITY OF GREENFIELD Other government - Local</p>	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>

<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development Community facilities and accessibility improvements. The City of Greenfield is a member of the Urban County Consortium.</p>
<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The City of Greenfield is a member of the Urban County Consortium.</p>
<p>4</p>	<p>SAND CITY Other government - Local</p>
<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development Community facilities and accessibility improvements. The City of Sand City is a member of the Urban County Consortium.</p>
<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The City of Sand City is a member of the Urban County Consortium.</p>
<p>5</p>	<p>Access Support Network Services-Persons with HIV/AIDS HOPWA Strategy</p>
<p>What section of the Plan was addressed by Consultation?</p>	<p></p>

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Access Support Network was consulted on service gaps for people with HIV/AIDS.
6	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Boys and Girls Club of Monterey County Services-Children Non-Homeless Special Needs Anti-poverty Strategy The Boys and Girls Clubs of Monterey County provides a variety of services for underserved youth that are designed to develop the skills needed to improve long-term economic self-reliance and independent living.
7	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Central Coast Center for Independent Living Services - Housing Services-Persons with Disabilities Housing Need Assessment Non-Homeless Special Needs CCCL provides services which help the disabled access housing and maintain their independent living situations.
8	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Central Coast YMCA Services-Children Services-Fitness Non-Homeless Special Needs The Central Coast YMCA provides a wide range of community services for the residents of the unincorporated community of Pajaro in North Monterey County. These services include low-cost fitness training and programs to help improve self-esteem.
9	Agency/Group/Organization Agency/Group/Organization Type	CHISPA, INC. Housing Services – Housing

	<p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	Housing Need Assessment
10	<p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>CHISPA is an affordable housing developer based in Monterey County.</p> <p>EAH Housing Services – Housing</p> <p>Housing Need Assessment</p> <p>EAH Housing is an affordable housing developer working with the City of Greenfield and the Veterans Transition Center to develop more affordable units in Monterey County.</p>
11	<p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>EDEN COUNCIL FOR HOPE AND OPPORTUNITY</p> <p>Service-Fair Housing</p> <p>Housing Need Assessment</p> <p>Non-Homeless Special Needs Fair Housing</p> <p>ECHO provides a range of fair housing and tenant-landlord reconciliation services.</p>
12	<p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>EDEN HOUSING</p> <p>Housing Services - Housing</p> <p>Housing Need Assessment</p> <p>Non-Homeless Special Needs</p> <p>Eden Housing is an affordable housing developer with numerous properties in Monterey County.</p>

13	<p>Agency/Group/Organization Agency/Group/Organization Type</p>	<p>Environmental Justice Coalition for Water Services - Housing Clean water access advocacy Non-Homeless Special Needs</p>
	<p>What section of the Plan was addressed by Consultation?</p>	
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>EICW works to improve access to clean and safe drinking water by working to expand local provider networks and eliminate small mutual water systems or single well systems. EICW also works directly with homeowners to finance the connection from water mains to the home water connection. Food Bank for Monterey County</p>
14	<p>Agency/Group/Organization Type</p>	<p>Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Regional organization Services-Food Security Non-Homeless Special Needs Anti-poverty Strategy Food security</p>
	<p>What section of the Plan was addressed by Consultation?</p>	
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The Food Bank helps address food security for approximately 20% of Monterey County residents.</p>
15	<p>Agency/Group/Organization Type</p>	<p>GIRL SCOUTS OF CA - CENTRAL COAST Services-Children Services-Education Non-Homeless Special Needs Anti-poverty Strategy</p>
	<p>What section of the Plan was addressed by Consultation?</p>	

16	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The Boys and Girls Clubs provide programs for youth that help improve educational outcomes, college readiness, and long-term self-reliance and economic independence.</p> <p>Girls, Inc. of the Central Coast Services-Children Services-Education Non-Homeless Special Needs Anti-poverty Strategy</p> <p>Girls, Inc. provides programs for girls and their mothers that help improve educational outcomes, college readiness, and long-term self-reliance and economic independence.</p>
17	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>GRID Alternatives Housing Services - Housing Non-Homeless Special Needs Energy efficiency improvements</p> <p>GRID Alternatives encourages economic independence and home ownership by working with low-moderate income homeowners to install roof top solar systems and apply for any rebates and/or tax credits the household is eligible to receive.</p>
18	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p>	<p>Monterey County Housing Authority Development Corporation Housing PHA Services - Housing Services - Elderly Persons Services-Persons with Disabilities Housing Need Assessment Public Housing Needs Homelessness Needs - Unaccompanied youth</p>

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The HDC manages former public housing units that have been modernized through the RAD program. The HDC also provides educational and social enrichment programs for residents at developments specifically targeted for occupancy by the disabled or elderly.</p>
19	<p>Agency/Group/Organization Type</p>	<p>HOUSING AUTHORITY OF THE COUNTY OF MONTEREY</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing PHA</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Housing Need Assessment Public Housing Needs Non-Homeless Special Needs</p>
	<p>Agency/Group/Organization Type</p>	<p>The HACM is the local public housing authority. HACM owns and manages public housing that has not been modernized under the RAD program and the Housing Choice Voucher and Project Based Voucher programs in Monterey County.</p>
20	<p>Agency/Group/Organization Type</p>	<p>Interim, Inc.</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Services-Persons with Disabilities Services-homeless</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Homeless Needs - Chronically homeless Homelessness Strategy</p>
	<p>Agency/Group/Organization Type</p>	<p>Interim, Inc. is a developer of affordable housing specifically targeting the psychiatrically disabled. Their developments provide wrap around services for tenants to help maintain their independent living status. Interim, Inc. also operates day treatment facilities for the same population.</p>
21	<p>Agency/Group/Organization Type</p>	<p>Legal Services for Seniors Services-Elderly Persons Service-Fair Housing Non-Homeless Special Needs Fair Housing</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>LSS provides legal services that, among other things, assist seniors with protecting their financial security and fair housing issues.</p>

22	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>MEALS ON WHEELS OF THE SALINAS VALLEY</p> <p>Services-Elderly Persons</p> <p>Services-Persons with Disabilities</p> <p>Services-Food Security</p> <p>Non-Homeless Special Needs</p> <p>MoW provides home delivery of meals to very low and low-income households allowing them to maintain their independent living situations.</p>
23	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>Mid-Peninsula Housing Coalition</p> <p>Housing</p> <p>Services - Housing</p> <p>Housing Need Assessment</p> <p>Mid-Pen Housing is an affordable housing developer with several projects in Monterey County.</p>
24	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>North Monterey County Recreation and Park District</p> <p>Services-Children</p> <p>Services-Elderly Persons</p> <p>Other government - Local</p> <p>Services-Recreation</p> <p>Non-Homeless Special Needs</p> <p>NCRPD operates a dual-purpose recreation/senior center in Castroville that serves as a community focal point. The center provides daily meals for seniors and is a food distribution point for the Food Bank for Monterey County.</p>

25	<p>Agency/Group/Organization Agency/Group/Organization Type</p>	<p>Rancho Cielo Youth Campus Services - Housing Services-homeless Services-Education Services-Employment Non-Homeless Special Needs Anti-poverty Strategy</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Rancho Cielo offers a variety of general education, vocational education, on-the-job training, and life skills development programs. To help youth and young adults escape from homelessness, poverty and anti-social influences while participating in these programs, Rancho Cielo also operates a transitional housing program.</p>
26	<p>Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation?</p>	<p>United Way Monterey County Regional organization Non-Homeless Special Needs</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	
27	<p>Agency/Group/Organization Agency/Group/Organization Type</p>	<p>Veterans Transition Center Housing Services - Housing Services-homeless Services-Employment Regional organization Services-Veterans Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy</p>
	<p>What section of the Plan was addressed by Consultation?</p>	

<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>VTC is a regional organization dedicated to helping veterans reintegrate into civilian life by providing a range of services and housing opportunities to help overcome barriers to integration including homelessness and drug dependency. VTC also helps veterans apply for a wide range of public benefits to help stabilize their lives and become self-sufficient.</p>
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Identify any Agency Types not consulted and provide rationale for not consulting

The Urban County's outreach program involved outreach to all types of agencies.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Coalition of Homeless Service Providers	Through the outreach process, the Urban County has identified homelessness and homelessness prevention services as a priority for the CDBG program. These service providers will complement the Continuum of Care Strategy.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The Urban County program covers the County unincorporated areas and the cities of Gonzales, Greenfield, and Sand City. County and city departments that may have an interest in the CDBG program were invited to participate in the Action Plan process through the Notice of Funding Availability (NOFA) process. City partners also participated in reviewing service applications.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Notices of Funding Availability (NOFA) were published in the Gonzales Tribune, King City Rustler, Greenfield News, and Soledad Bee, and the Monterey County Weekly. A direct email of the NOFA was also sent to a list of approximately 200 interested parties. A public hearing was held as part of the NOFA workshop on 12/14/18, at the County Government Center, 1441 Schilling Place, Salinas (CGC-Schilling). Twelve people who represented 12 organizations attended. These comments were received:

- R3 (Rehab., Respite, and Restoration) has been working with prisoners at Soledad State Prison to build tiny homes.
- VTC is interested in developing a master plan for its Hayes Circle residential neighborhood with the possibility of adding new housing in future years.
- How much CDBG funding does Del Rey Oaks receive? DRO has approximately \$76,000 over the next three years.
- What is the County's requirement for matching funds? The County does not require any.
- Does Davis-Bacon apply to small residential developments? D-B does not apply to residential development of 1-7 units. However, projects may still be subject to CA Prevailing Wage laws.
- Can CDBG funds be used to facilitate conversion of schools to housing? Yes, at least 51% of the units must be for low- or moderate-income households.

Aside from comments about the continuing need for a wide range of services and affordable housing issues, the one new issue presented was the opportunity that tiny homes may provide for the homeless and those recently released from jail/prison.

The Urban County Standing Committee met on 3/21/19, to review requests for funding and make recommendations to the Board of Supervisors (BoS). Fifteen people attended. Comments were received from 3 people. The comments were:

- MoW Salinas Valley thanked the Board members for their continued support.
- The Environmental Justice Coalition for Water responded to questions from the Committee members regarding their 2019/20 application and the status of EJCW's 2018/19 project. EJCW indicated they encountered regulatory challenges with consolidating small water systems. EJCW's application is to assist low- and moderate-income households to comply with pending County regulation for all potable water to be compliant with nitrate and arsenic limits by installing point of entry or point of use filters.

On 5/7/19, the BoS conducted a hearing to open the public comment period for the 19/20 Annual Action Plan, the Analysis of Impediments to Fair Housing, and the 4th Amendment to the Citizen Participation Plan (CPP). This meeting was held in the BoS Chambers. No public comment was received.

On 6/25/19, the BoS closed the comment period on the AAP, AI and CPP. Comments were received from NCRPD thanking the BoS for their continued support. After considering the public comments, the Board approved the final Annual Action Plan.

The BoS ~~processed three~~ [has adopted 3](#) Substantial Amendments (SA) to the 2019-20 Annual Action Plan ~~during the program year~~. SA#1 reallocated funding from cancelled projects in program years 17/18, 18/19 and 19/20 to fund a public facility operated by Interim, Inc. that will provide a combination of supportive and transitional housing for people with mental illness. SA #2 reallocated funding from Greenfield's Walnut Ave project to purchase public safety vehicles to improve the department's ability to respond to simultaneous, calls for service. SA #3 allocated CARES Act funding to five public service activities and the 5th Amendment to CPP, which authorized a 5-day notice and comment period for actions that would direct how CARES Act funds will be used. The reduced comment period was authorized by the CARES Act to facilitate the rapid investment of CARES Act funding. [SA #4 allocated CDBG-CV \(C\) funding to provide emergency rental assistance to households at-risk of losing their housing due to COVID-19 economic losses.](#)

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Internet Outreach	Non-targeted/broad community	The NOFA was posted on the County and cities' websites. The Draft Action Plan was also posted for 30-day public review and comment.	No comments were received electronically.	Not applicable.	http://www.co.monterey.ca.us/government/departments-a-h/administrative-office/intergovernmental-and-legislative-affairs/economic-development/housing

2	Newspaper Ad	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/road community</p> <p>Residents of Public and Assisted Housing</p>	<p>Notices were published in five newspapers: The Monterey Weekly, Gonzales Tribune, King City Rustler, Greenfield News, and Soledad Bee (English) for the NOFA Workshop held on December 14, 2018 and in six newspapers (see AP-05, #4) for the May 7, 2019 public hearing. Due to personnel issues at the Salinas Californian/EI Sol, the Spanish language notice that</p>	<p>No comments directly attributable to the newspaper notification were received.</p>	<p>Not applicable.</p>	
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
			was scheduled for publication on December 1, 2018, was not published and the County was not made aware of this until after the workshop date.			

3	Public Meeting	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/road community</p> <p>Residents of Public and Assisted Housing</p>	<p>The County held a public meeting on December 14, 2018 to answer questions about the CDBG program, identify emerging areas of concern, and provide information on how to apply for CDBG funding through the Urban County. Representatives from 12 local agencies and individuals attended the various public meetings / hearings conducted for the</p>	<p>During the public meeting questions related to matching fund requirement s; using CDBG to subsidize school district employee housing on surplus district property; the percentage available for public services; and, the time frame for expending funds where asked. There was also a brief discussion on using CDBG funds</p>	<p>All comments were accepted.</p>
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				Annual Action Plan.	to fund construction of tiny homes by inmates at the California Correctional Training Institute and Salinas Valley State Prison. The proponent believes that these units could provide an inexpensive source of housing for the homeless or those recently released from prison and provide those incarcerated with vocational training.			
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4	Public Meeting	Non-targeted/road community	<p>On March 21, 2019, Supervisors Lopez and Phillips met as the Urban County Subcommittee of the Monterey County Board of Supervisors to consider staff recommendations for activities to fund through the 2019/2020 Action Plan. Representatives from 10 organizations that have received CDBG funding in the past attended the meeting to express their gratitude for</p>	<p>Comments were supportive of the Urban County and continued funding for the recommended activities.</p>	<p>All comments were accepted.</p>	
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
			the Board's previous support and request that their organizations be recommended for continued funding.			

5	Public Hearing	Non-targeted/road community	On May 7, 2019, the Monterey County Board of Supervisors opened the 30-day public comment period on the draft 2019-2020 Urban County Annual Action Plan with a noticed public hearing. The public hearing was continued until June 25, 2019, so that the community had an opportunity to comment on the draft Action Plan.	No comments were received during this initial session of the two-part public hearing.	No comments were received.	https://monterey.legistar.com/LegislationDetail.aspx?ID=3936041&GUID=5FD687D0-FC05-47C9-8201-1D51585988B5&Options=&Search=
6	Public Hearing	Non-targeted/road community	On June 25, 2019, the Monterey County Board of Supervisors opened the 30-day public comment period on the draft 2019-2020 Urban County Annual Action Plan with a noticed public hearing. The public hearing was continued until June 25, 2019, so that the community had an opportunity to comment on the draft Action Plan.	One comment was received.	Staff confirmed that the project is on track.	https://monterey.legistar.com/LegislationDetail.aspx?ID=3936041&GUID=5FD687D0-FC05-47C9-8201-1D51585988B5&Options=&Search=

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Annual Action Plan 2019

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
		road community	County Board of Supervisors held a noticed public hearing prior to adoption of the 2019/2020 Annual Action Plan.	received questioning the eligibility of the North Monterey County Recreation and Park District's recreation center rehabilitation project.	was eligible for funding and no further response was required.	

7	Public Hearing	Non-English Speaking - Specify other language: Spanish Non-targeted/ broad community	On 11/23/2019, the County published a Notice that the Board of Supervisors would conduct a public hearing on January 7, 2020 and opened a 30-day public comment period on the 1st Substantial Amendment. Three people, representing Interim, Inc. and the Veteran's Transition Center (VTC) appeared during the public hearing.	No written comments were received during the public comment period. Comments received during the public hearing thanked the Board of Supervisors for supporting the Sun Rose Garden project with CDBG funds and for allocating non-CDBG funds to the VTC.	All comments were accepted and did not require responses.	https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/intergovernmental-and-legislative-affairs/economic-development/housing
8	Public Hearing	Non-English Speaking - Specify	On 4/21/2020, the County	No written comments were	There were no comments to accept.	https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/intergovernmental-

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
		other language: Spanish Non-targeted/broad community	published a Notice that the Board of Supervisors would conduct a public hearing on April 21, 2020 and opened a 30-day public comment period on the 2nd Substantial Amendment. No one attended the Board of Supervisors meeting for this item on 4/21/20.	received during the public comment period and there was not public comment during the public hearing.		and-legislative-affairs/economic-development/housing

9	Internet Outreach	Non-targeted/road community	On May 12, 2020, the County posted a public notice on its website announcing its intention to: 1) amend the Citizen Participation Plan as allowed by the CARES Act to reduce the public review and comment period for Annual Action Plan Amendments to five-days if the amendment was to allocate CARES Act funding; and, 2) amend the 2019-2020 Annual Action Plan to allocate	No comments were received during the public review and comment period.	Not applicable because no comments were received.	https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/intergovernmental-and-legislative-affairs/economic-development/housing
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Annual Action Plan
2019

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
			\$816,541 of supplemental CARES Act funding. The public review period closed at a public hearing before the Board of Supervisors on May 18, 2020.			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
10	Public Hearing	Non-targeted/road community	<p>On January 2, 2021 the County posted a public notice on its website announcing its intention to adopt the 4th Substantial Amendment to the 2019-2020 Annual Action Plan and allocate \$1,049,326 of new CDBG-CV (C) funding. The public review period closed at a public hearing before the Board of Supervisors on January 12, 2021.</p>			<p>https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/intergovernmental-and-legislative-affairs/economic-development/housing</p>

Commented [MD72]: Update after January 12, 2021, public hearing.

Table 4 – Citizen Participation Outreach
Annual Action Plan 2019

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The Urban County anticipates having \$2,744,568.80 available for FY2019/2020. This includes new grant funding of \$1,391,792 (which is \$2,535 or 0.18% than the Urban County's PY2018/2019 award). The Urban County also anticipates having \$1,142,762.57 available from projects funded in prior years due to cancellations and projects not requiring the full award amount. The remaining \$210,014.23 is program income. In March 2020, the Urban County ~~also~~ received a supplemental allocation of \$816,541 from the CARES Act ([CDBG-CV \(A\)](#)). In [September 2020](#).

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the Urban County was awarded a second allocation of CARES Act funding (CDBG-CV (C)) in the amount of \$1,049,326

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,391,792	210,014	1,142,763	2,744,569	2,850,000	The Urban County has been allocated \$1,391,792 for FY19/20. Over the five-year period, the Urban County anticipates receiving \$8.65 million in funding from HUD and program income. During 2019-2020, the Urban County will receive a one-time deposit of \$46,000 in program income from the City of Del Rey Oaks. The Urban County anticipates rolling \$75,000 from unused admin funds in 18-19 and \$50,000 from a housing rehabilitation program funded in 2017-18 into activities during 2019-2020.
Other	public - federal	Other	816,541,1,865,867	0	0	816,541,1,865,867	0	CDBG-CV funds to be used to prevent, prepare for and respond to the Coronavirus.

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Table 51 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The County uses federal funds to fund a rapid rehousing program that leverages CALWorks funds through the Department of Social Services and the California Whole Person Care through the Department of Health.

These funds help keep the Salinas homeless shelter open and serving the entire homeless population of Monterey County. All public service activities that are funded by the Urban County do provide detailed information on other sources of funding for their activities and this information is reported to HUD separately.

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If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The County of Monterey has agreed to utilize two parcels of land, 855 E. Laurel Drive (3.0-acre parcel) and 1220 Natividad Road (1.3 acres) toward the development of a permanent shelter at 855 E. Laurel and permanent supportive housing and other services at 1220 Natividad Road. The County and City of Seaside are also exploring options to develop a similar shelter and services for homeless in conjunction with a non-profit in Seaside to be located at 1292 Olympia Ave.

Discussion

The Shelter and Regional Emergency Shelter fit within a wider regional approach to ending homelessness. Individuals who enter a shelter can receive services such as rapid rehousing and other services that would help them on a path to housing. The County is still considered to be rural and not all programs fit one size and not one program will be the solution to ending homelessness. The goal is to leverage County resources that will allow people to afford and better leverage mainstream workforce, housing, and health care systems to expand permanent solutions. The Emergency shelter is envisioned to play an essential role within an effective, housing-focused crisis response system utilizing HUD best practices.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2013	2017	Affordable Housing		Affordable Housing	CDBG: \$50,000	Homeowner Housing Rehabilitated: 10 Household Housing Unit
2	Fair Housing	2013	2017	Non-Homeless Special Needs Fair Housing		Public Services	CDBG: \$32,500	Public service activities other than Low/Moderate Income Housing Benefit: 360 Persons Assisted
3	Homeless and Homeless Prevention Services	2013	2017	Homeless		Affordable Housing Homeless Services and Homeless Prevention Public Facilities Public Services	CDBG: \$20,000	Public service activities other than Low/Moderate Income Housing Benefit: 6 Persons Assisted
4	Infrastructure Improvements	2013	2017	Non-Housing Community Development		Affordable Housing Infrastructure Improvements	CDBG: \$730,790	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 220 Households Assisted
5	Public Facilities	2013	2017	Non-Homeless Special Needs Non-Housing Community Development		Public Facilities	CDBG: \$304,695	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 17650 Persons Assisted
6	Public Services	2013	2017	Non-Homeless Special Needs		Public Services	CDBG: \$156,269	Public service activities other than Low/Moderate Income Housing Benefit: 2041 Persons Assisted

Table 52 – Goals Summary
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Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	The Urban County will also continue to fund GRID Alternatives program which installs roof top solar systems on homes owned by income qualified households. The solar systems help maintain affordability by reducing the household's monthly utility costs.
2	Goal Name	Fair Housing
	Goal Description	The Urban County will fund 2 fair housing providers during 2019-2020.
3	Goal Name	Homeless and Homeless Prevention Services
	Goal Description	Rancho Cielo provides housing for individuals between the ages of 18-24 who are either homeless or at-risk of becoming homeless due to negative influences in their community. While at Rancho Cielo these individuals receive assistance with basic education, vocational education, and developing life skills that will enable them to make positive choices that will help break the cycle of being homeless.
4	Goal Name	Infrastructure Improvements
	Goal Description	The Urban County will fund the Environmental Justice Coalition for Water to implement two programs that address water system infrastructure. The first program is targeted at getting single family wells and small, mutual water systems, to connect to larger systems to improve access to water. CDBG funds will be used to connect income qualified homes to the new water mains. The second program is targeted at single family homes that rely on a single well but may not meet water quality standards. The program will help install point of use or point of entry treatment systems for income qualified homeowners. The Urban County will also provide up to \$350,000 to EAH Housing to construct offsite street and sidewalk improvements required by the 200-unit affordable housing development.
5	Goal Name	Public Facilities
	Goal Description	The Urban County will fund two public facility projects. The first project is the rehabilitation and possible repurposing of part of the North County Recreation and Park District's Castroville Recreation Center and will serve the predominately low/mod community of Castroville. The second project is the purchase of a new Type I Fire Engine for the predominately low/mod income city of Greenfield.

6	Goal Name	Public Services
Goal Description	The Urban County will fund nine public service activities, in addition to the two fair housing and one homelessness prevention activities listed elsewhere. The activities will fund services from helping people with disabilities continue to live independently, providing community activities, food security, job readiness training and helping community members connect with non-profits and governments agencies.	

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Projects

AP-35 Projects – 91.220(d)

Introduction

FY19/20 will be the Urban County's seventh year of implementing the Community Development Block Grant (CDBG) program. This program is administered by the U.S. Department of Housing and Urban Development and provides funding for a variety of projects and programs, with eligibility based on meeting the following national objectives:

- Benefitting low- and moderate-income persons;
- Eliminating slum and blight; or
- Meeting a particularly urgent community need.

The Urban County plans to expend the CDBG funds to address housing and community development needs identified in the Consolidated Plan. The projects described in this section are consistent with implementing specific activities to address those needs.

On March 27, 2020, the President signed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) into law. The CARES Act included a \$5 billion allocation for the CDBG program, of which the Urban County was subsequently awarded \$~~1,865,867~~816,541. The CARES Act waived the 15% limit on public services so that the funds could be used to immediately address the needs of households and people who were negatively impacted by the Coronavirus public health emergency.

Backup Projects - Should the Urban County receive unanticipated program income of up to \$99,999, it will be used to augment the Environmental Justice Coalition for Water's project. If the Urban County receives program income of more than \$100,000, it shall be retained and awarded to new projects during 2020-2021.

The Urban County does not have any unfunded projects besides EAH and ECJW applications.

Substantial Amendment Summaries

1st Substantial Amendment: The Environmental Justice Coalition for Water (ECJW) received a \$382,618 allocation to help income qualified households comply with the County's Point of Use/Point of Entry water treatment ordinance. The Ordinance was suspended by the Board of Supervisors in July 2019, in response to litigation challenging the validity of the Ordinance by installing water filtration systems. Funding for this activity has been reprogrammed to support Interim, Inc.'s Sun Rose Gardens project which will create more permanent supportive and transitional housing units. The Veterans Transition Center is working with EAH Housing to develop Lightfighter Village to provide additional permanent housing for homeless veterans and their families. VTC has voluntarily withdrawn their application for \$20,000 to master plan their remaining property at Hayes Circle.

2nd Substantial Amendment: The City of Greenfield requested cancellation of the Walnut Ave. improvements that were funded with allocations from 2017-18 and 2018-19 and redirected the funds to purchasing additional public safety equipment for the Greenfield Fire Protection District. The Amendment also reinstated the North County Recreation and Park District's Skate Park rehabilitation project that was omitted from the 2019-20 Action Plan by mistake.

3rd Substantial Amendment: The 3rd SA was adopted to take advantage an additional \$816,541 in CDBG-CV funding made available to respond to the COVID-19 public health emergency. The response to COVID-19 has caused widespread economic dislocation as businesses have closed and workers laid off.

This dislocation has increased demand for a wide range of public services as dislocated workers are forced to pay ongoing housing and grocery bills while unable to earn an income. COVID-19 has also forced some members of the community who are normally independent to remain homebound and reliant on service providers for things as basic as food delivery. The CDBG-CV funds were allocated to public service providers responding to higher than normal demand for assistance with landlord/tenant housing issues, food insecurity, and information and referral services.

[4th Substantial Amendment: the 4th SA was adopted to take advantage of a second round of CDBG-CV funding in the amount of \\$1,049,326. These CDBG-CV funds were allocated to the United Way to augment their emergency rental assistance program for households facing eviction due to non-payment of rent when the income loss was due to COVID-19 related job loss or reduction in work hours.](#)

Projects

#	Project Name
1	Gonzales SMART Leaders
2	Housing Navigation Services for People with Disabilities
3	Pajaro Park Programs
5	North Monterey County Senior Center Fresh Produce Distribution
6	Girls, Inc. of the Central Coast
7	Fair Housing and Legal Services for Seniors
8	Salinas Valley Home Delivered Meal Program
9	Los Ositos - Resident Services Program
10	Nature Guide Employment Training Program
11	Independent Living Village - Counseling Services
12	211 Service
13	Fire Station Equipment - Type 1 Engine
16	Greenfield Commons
17	Scattered Site Residential Solar Program
20	General Administration
21	Rec Center Outdoor Rehab and Beautification
22	CDBG-CV - ECHO - Fair Housing and Tenant / Landlord Services
23	CDBG-CV - Food Bank - Additional Food & Truck Purchase
24	CDBG-CV - Legal Services for Seniors - Fair Housing and Legal Services
25	CDBG-CV - Meals on Wheels - Salinas Valley Home Delivered Meal Program
26	CDBG-CV - United Way - 211 Service
27	Sun Rose Gardens - Transitional Housing Development
28	CDBG-CV - United Way - Emergency Rental Assistance

Table 73 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The Urban County continues to allocate funding to meet the priorities identified in the Consolidated Plan. Unfortunately, the demand for all types of activities greatly exceeds the financial resources available to the Urban County.

The Urban County is continuing to explore ways it can use its CDBG, and other resources, to meet the needs of the low/moderate income people who live in Monterey County. Aside from the limited financial resources that are available, the Urban County is challenged to meet the needs of this

population because the majority live in the entitlement communities of the cities of Monterey, Salinas and Seaside.

AP-38 Project Summary
Project Summary Information

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OMB Control No. 2506-0117 (exp. 09/30/2021)

1	Project Name	Gonzales SMART Leaders
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,000
	Description	SMART Leaders is an evidence based, 5-session small-group program followed by a prevention involvement component in which the SMART Leaders youth participate as peer leaders and positive role models in prevention-related and other general activities at their school. Completion of the SMART Leaders program will lead to a ceremony and end-of-program reward selected by mentees at the beginning of the program. 1. Matrix Code - 05L (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(C)); 3. Presumed Benefit - No; 4. Performance Objective - Public Services and Anti-Poverty Strategy; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility for approximately 130 youth aged 11-14 and from households that do not exceed moderate income.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The targeted population consists of approximately 30 at-risk youth, grades 5th – 8th and approximately 11 to 14 years old.
Location Description	The Boys & Girls Clubs of Monterey County Gonzales SMART Leaders project will take place in the city of Gonzales at Fairview Middle School, located at 401 4th Street. The city of Gonzales is home to a population with a predominately Latino heritage. Many of the residents are moderate to low income, as indicated by 87% of Gonzales Unified students eligible for free or reduced lunch (ed-data.org). In 2016-17, over 2,000 students were eligible for this assistance.	

	Planned Activities	<p>Project focuses on these major components:</p> <ul style="list-style-type: none"> • SMART Leaders program is a 5-session small group program followed by a prevention involvement component in which the SMART Leaders youth participate as peer leaders and positive role models in prevention related and other general activities in the program. SMART Leaders is based on the personal and social competence approach to prevention. • SMART Leaders teach SMARTs program as a team approach involving Club staff, peer leaders, parents and community representatives. More than simply emphasizing a 'Say No' message, the program teaches young people ages 6 to 15 how to say no by involving them in discussion and roleplaying, practicing resistance and refusal skills, developing assertiveness, strengthening decision making skills and analyzing media and peer influence. The goal: to promote abstinence from substance abuse and adolescent sexual involvement through the practice of responsible behavior. • The annual Crossroads Gang Prevention Summit provides youth, parents, business and community members the opportunity to engage in a free event dedicated to intervening with youth exhibiting at risk gang related behavior. • The annual Career Expo provides youth with full day conference style experience, gear towards career exploration, soft skill development and identifying short and long term goals for a successful career.
2	Project Name	Housing Navigation Services for People with Disabilities
	Target Area	
	Goals Supported	Public Services Homeless and Homeless Prevention Services Fair Housing Affordable Housing
	Needs Addressed	Public Services Homeless Services and Homeless Prevention Affordable Housing
	Funding	CDBG: \$18,959
	Description	CCCIL Housing Navigation and Case Management services will assist consumers to apply, secure, retain affordable housing and access county, state or federal benefits. 1. Matrix Code - 05B (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(A)); 3. Presumed Benefit - Yes; Adults meeting Bureau of Census definition of severely disabled adults 4. Performance Objective - Public Services 5. Performance Measure - Provide Decent Affordable Housing; 6. Performance Outcome - Availability/Accessibility for approximately 27 individuals with disabilities to help them obtain or remain in independent living environments.
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	CCCIL anticipates helping 27 people and/or households with a disabled member with finding housing or helping them obtain accommodations necessary to help them remain in an independent living situation.
	Location Description	Core services will be offered at the CCCIL office located at 318 Cayuga St., Suite 208, Salinas, CA 93901. Presentations will be made throughout the County.
	Planned Activities	CCCIL services will teach people with disabilities to develop the skills they need to successfully access and retain affordable and accessible housing. Through CCCIL's case management services consumers receive training and information on fair housing rights, HUD regulations and policies, and eligibility requirements. The information is presented in a non-bureaucratic method that is understandable to folks that have limited educational skills. In addition, consumers will have access to other CCCIL services such as benefits counseling, information and referral, individual and system change, independent living skills training and assistive technology.
3	Project Name	Pajaro Park Programs
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$16,000
	Description	The YMCA will provide year-round organized activities for children at Pajaro Park including summer day camp and sports leagues for youth including soccer, T-ball and basketball, monthly health and wellness programs like KidsFit. 1. Matrix Code - 05L (24CFR570.201(e)); 2. National Objective - LMA (24CFR570.208(a)); 3. Presumed Benefit - No, according to the HUD released ACS-2015-lowmod_localgov_all spreadsheet the Pajaro CDP population is 80.79% low/mod.; 4. Performance Objective - Public Services 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Sustainability of programs that serve approximately 400 youth between 3 and 15 years of age from a community that is almost 81% low-moderate income.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The Central Coast YMCA programs at the Pajaro Park are expected to serve more than 400 youth.
	Location Description	24 San Juan Road, Pajaro (Royals Oaks), CA 95076

	Planned Activities	Pajaro Park Programs offer a variety of programs and activities that youth, adults and all residents can participate in. Day Camps during summer and other school break sessions provide youth ages 3-15 with caring adult role models, structured and constructive use of time, meaningful engagement and high expectations for success. Youth Sports leagues including soccer, T-ball and basketball allow youth to enjoy healthy activity, teamwork, and fun and age-appropriate competition in a supportive environment. Monthly health and wellness programs such as Zumba and Kids Fit that offer fun, healthy activity for all levels of ability. Community-wide events (8 in all) such as National Night Out, Day of the Dead, Healthy Kids Day and Pajaro Park Pride Day draw between 200-500 residents per event and encourage community building, crime prevention and community pride. Finally, we will coordinate park rentals throughout the year for occasions such as birthdays, family reunions and graduation parties that encourage residents to enjoy the park and being outdoors. These events draw an average of 150 residents monthly to the park.
4	Project Name	North Monterey County Senior Center Fresh Produce Distribution
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$25,000
	Description	This project will increase the distribution of fresh fruits and vegetables at senior centers located in North Monterey County. 1. Matrix Code - 05W (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(A)); 3. Presumed Benefit - Yes; elderly persons aged 62 or older 4. Performance Objective - Public Services 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility of fresh produce for approximately 350 senior citizens in North Monterey County.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The program will provide fresh produce to approximately 350 people and/or households headed by seniors.
	Location Description	Castroville Senior Center - 11261 Crane Street. Castroville, CA 95012 Prunedale Senior Center - 8300A Prunedale North Rd # A, Prunedale, CA 93907
	Planned Activities	The Food Bank will purchase fresh fruits and vegetables to supplement the more shelf stable food that is normally distributed at the Castroville and Prunedale Senior Centers.
5	Project Name	Girls, Inc. of the Central Coast
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000

Description	Provide youth leadership development services to low-income girls, ages 9-18, in North Monterey County and Greenfield through a series of after-school programs at 8 school sites Castroville and Greenfield. Girls, Inc. will offer 5 age-appropriate programs that (1) encourage girls to pursue a college education and plan for future careers; (2) provide paid internships to program graduates to develop leadership and employment skills by teaching the program to the next generation of girls; (3) develop skills in resisting pressure from others to engage in risky behaviors; and (4) promote positive, open communication between mothers and daughters. 1. Matrix Code - 05D (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(I)(B)); 3. Presumed Benefit - No; 4. Performance Objective - Public Services and Anti-Poverty Strategy 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility to leadership and mentoring for approximately 50 girls between the ages of 15-18 from households at or below the moderate-income threshold.
Target Date	6/30/2020
Estimate the number and type of families that will benefit from the proposed activities	Approximately 50 girls between the ages of 9 to 18.
Location Description	Greenfield High School, 225 El Camino Real, Greenfield, CA 93927 North County High School, 13990 Castroville Blvd., Castroville, CA 95012 North County Middle School, 10301 Seymour St., Castroville, CA 95012 Vista Verde Middle School, 1199 Elm Ave., Greenfield, CA 93927

	Planned Activities	<ul style="list-style-type: none"> • ECHO Leadership and Mentoring program. Through a series of 16 interactive modules, guest speakers, field trips and retreats, young women, ages 15-18, are encouraged to stay in school, pursue post-secondary education, avoid pregnancy, and plan for future careers. Girls explore career paths, prepare resumes, prepare for job interviews, plan for college, and learn about women's health, budgeting, and influencing public policy. • Will Power/Won't Power is a series of interactive assertive communication workshops for girls ages 12-14, whose topics include: learning age-appropriate information about their bodies and how to stay healthy, identifying sexual pressures and how to resist them, exploring personal values and their importance in decision-making, defending your decisions, identifying values about sexual behavior and abstinence, and avoiding risks. • The Friendly PEERSuasion program is a unique response to girls' needs because it approaches drug-abuse prevention as a peer issue, using the positive influence of young people modeling healthy behavior. Part I: Girls ages 11 to 14 go through a series of workshops that train them as facilitators to provide programming on decision-making, assertiveness, and communication skills. They also practice walking away from situations where they feel pressured to use alcohol or drugs. • Friendly PEERSuasion Part II: The newly trained "PEERSuaders" plan substance-abuse prevention activities for groups of children ages 6 through 10. Looked up to as leaders, the older girls' commitment to stay drug- and alcohol-free is reinforced. • Growing Together. Offered in English and Spanish, the program is designed to increase positive communication between mothers and their 9 -12-year-old daughters, and helps them discuss questions about sexual behavior and puberty without embarrassment, establish mutual trust, and allows them to spend quality time together while learning about open communication, decision-making and physical life changes. • Youth Leaders are ECHO graduates, who are placed in paid internships and trained to deliver programs to younger girls in middle and high school; they plan, facilitate and evaluate programs, train new youth leaders and adult mentors, give presentations to school boards, city councils, and at public events.
6	Project Name	Fair Housing and Legal Services for Seniors
	Target Area	
	Goals Supported	Public Services Fair Housing
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000

Description	LSS is proposing to provide direct legal services to 250 low-income seniors in Unincorporated Monterey County and the Cities of Gonzales, Greenfield and Sand City AND to provide 4 workshops in those locations educating seniors, their families and caregivers, and the general public on issues related to housing security. 1. Matrix Code - 05A (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(A)); 3. Presumed Benefit - Yes, elderly persons aged 62 or older 4. Performance Objective - Fair Housing and Public Services 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility to legal services for approximately 250 persons of at least 62-years of age.
Target Date	6/30/2020
Estimate the number and type of families that will benefit from the proposed activities	Approximately 250 seniors.
Location Description	Gonzales - City Council Chambers, 117 Fourth Street, Gonzales, CA 93926 Greenfield - Monterey County Library, 315 El Camino Real, Greenfield, CA 93927 King City - Leo A. Meyer Center, 415 Queen Street, King City, CA 93930 Monterey - Monterey Senior Center, 280 Dickman Avenue, Monterey, CA 93940 Prunedale - Monterey County Free Library, 17822 Moro Rd, Salinas, CA 93907 Salinas - Legal Services for Seniors, 947-B Blanco Circle (in the Harkins Business Center), Salinas, CA 93901 Seaside - Legal Services for Seniors, 915 Hilby Ave #2, Seaside, CA 93955 Soledad - Monterey County Free Library, 401 Gabilan Drive, Soledad, California 93950
Planned Activities	<ul style="list-style-type: none"> • Provide direct legal services to at approximately 250 low-income seniors in Unincorporated Monterey County and the Cities of Gonzales, Greenfield and Sand City. • Provide 4 workshops/seminars on recognizing and preventing elder abuse (financial, physical and emotional) in Unincorporated Monterey County and the Cities of Gonzales, Greenfield or Sand City.
7	Project Name Salinas Valley Home Delivered Meal Program
	Target Area
	Goals Supported Public Services
	Needs Addressed Public Services
	Funding CDBG: \$20,000

Description	Deliver nutritious meals, created for the specific health needs of older Americans, to the homes of seniors, 62 and older, who are unable to shop or cook for themselves. 1. Matrix Code - 05A (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a));3. Presumed Benefit - Yes, Disabled or elderly persons aged 62 or older 4. Performance Objective - Public Services 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Sustainability for the program and increase service to approximately 25 seniors who are otherwise unable to shop or cook for themselves.
Target Date	6/30/2020
Estimate the number and type of families that will benefit from the proposed activities	Approximately 25, new, homebound people will receive home delivered meals.
Location Description	Meals on Wheels of the Salinas Valley's main office is located at 40 Clark Street Suite C, Salinas, CA 93901. Meals are delivered to specific homes within the Salinas Valley by volunteers.
Planned Activities	Meals on Wheels of the Salinas Valley delivers nutritious meals on a weekly basis to the homes of seniors, 62 and older, who are unable to shop or cook for themselves because of a variety of reasons. These low-income seniors will benefit from our program because many of them do not have access to, or the ability to eat nutritious meals on a consistent basis, which is essential to their overall health. The seniors benefit not only from the consistent, home-delivered meals, but also because of the 'welfare' check we provide during our weekly deliveries. Our volunteers and staff get to know the clients because of their regular contact and are often the first people to notice when something is awry; be it their physical, emotional or psychological condition. The benefit is two-fold, receiving healthy main meals delivered directly to their homes, and friendly and caring contact with an individual. We've had situations where we've called the emergency contact of our clients to express our concerns and observations and we've also reached out to APS when appropriate.
8	Project Name Los Ositos - Resident Services Program
	Target Area
	Goals Supported Public Services
	Needs Addressed Public Services
	Funding CDBG: \$15,000

	Description	Funding will be used to revamp the Resident Services Program and add more services to the already existing program. The services the HADC will add at Los Ositos are in the realm of meal/nutrition, assistance/resource information, health and wellness education, and social and recreational activities. 1. Matrix Code - 05A (24CFR570.201(e)) 2. National Objective - LMC (24CFR570.208(a)); 3. Presumed Benefit - Yes, elderly persons aged 62 or older 4. Performance Objective - Public Services and Affordable Housing 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility of services to improve the quality of life for the approximately 50 residents of the Los Ositos Senior Public Housing Development.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Los Ositos is a 50-unit public housing development in Greenfield, CA. The development is specifically targeted to house seniors and/or those with disabilities.
	Location Description	1083 Elm St., Greenfield, CA
	Planned Activities	Funding is being requested to revamp the Resident Services Program and add more services to the already existing program. The services that the HDC would like to add at Los Ositos include meal/nutrition assistance, assistance/resource information, health and wellness education, and social and recreational activities.
9	Project Name	Nature Guide Employment Training Program
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$11,310
	Description	The District will create part-time summer positions for a Program Supervisor position and four Nature Guide positions. Program objectives: Disseminate information about and encourage land conservation. 2. Provide work experience for local youth that will help prepare them for jobs in the ecotourism industry. 3. Increase the use of the Moro Cojo Park and Nature Trails. 4. Create land stewardship projects and opportunities 5. Encourage healthy behaviors in our community. 6. Expand collaboration with the Elkhorn Slough Foundation and Return of the Natives. 1. Matrix Code - 05D (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)); 3. Presumed Benefit - No; 4. Performance Objective - Public Services 5. Performance Measure - Create Economic Opportunities; 6. Performance Outcome - Sustainability by providing up to 9-youth from low- and moderate-income households with training in maintaining public resources and educating the public about the natural environment.
	Target Date	6/30/2010

	Estimate the number and type of families that will benefit from the proposed activities	Nine youth will receive docent training to lead wildlife and plant walks.
	Location Description	Elkhorn Slough National Estuarine Research Reserve - 1700 Elkhorn Rd, Castroville, CA 95012 Rancho Moro Cojo trail system - Castroville Blvd., Castroville, CA 95012, adjacent to the Moro Cojo subdivision.
	Planned Activities	Low to moderate income families will be targeted for this benefit. Youth for the Nature Guide positions will be recruited from local high schools. Applications will include an income eligibility requirement The main project work site is adjacent to the Rancho Moro Cojo community which is a CHISPA sweat equity development. In addition to job training, the population at large will receive the benefits of education. Nature Guides will learn about the natural environment in their neighborhoods and how to care for them. They will also be trained to share their knowledge with the population at large by guiding tours on the Rancho Moro Cojo trail system and disseminating their knowledge to tour participants. Supervised land stewardship projects will be planned and made available for residents to participate in.
10	Project Name	Independent Living Village - Counseling Services
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG; \$20,000
	Description	The Rancho Cielo's version of transitional living is where residents come together to support each other in the quest for a fresh start. Rancho Cielo anticipates that clients will live in the Transitional Housing Village for 9-24 months. Students benefit from having a stable and safe place to call home. Because of Transitional Housing Village, students need not leave the safe environment, they enter in the morning and risk a return to the same neighborhood enabling a lifestyle characterized by bad choices and illegal activity. 1. Matrix Code - 03T (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(B)); 3. Presumed Benefit - No; 4. Performance Objective - Homeless Services and Homeless Prevention and Anti-Poverty Strategy 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility of counseling services for up to six youth aged 18-24 who are living in the RCYC Independent Living Transitional Housing Village.
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	Six youth are expected to benefit from the basic and vocational education and life skills counseling they receive while living in Rancho Cielo's transitional housing units during 2019-2020.
	Location Description	710 Old Stage Road, Salinas, CA 93908
	Planned Activities	<p>The Independent Living Village at Rancho Cielo is for 18-25-year-old homeless youth. Rancho Cielo program participants are provided a preference for housing. All applicants for the housing program are required to go through the same application and interview process. Criteria for Enrollment:</p> <ul style="list-style-type: none"> • Ages 18-25 • Rancho Cielo participant or graduate with demonstrated success is a preference. • Demonstrated willingness to change his/her life • Demonstrated ability to get along with people • Demonstrated desire to be a successful, contributing member of society • Demonstrated need to relocate out of neighborhood/homelessness • Enrolled full time in school, working, or both. • Probation or Parole status OK. • Low income. • Willingness to follow program rules and policies. <p>Students benefit from obtaining a stable and safe place to call home. Because of our Transitional Housing Village, students need not leave the safe learning environment they enter in the morning and risk a return to the same neighborhood enabling a lifestyle characterized by bad choices and illegal activities.</p>
11	Project Name	211 Service
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,000

	Description	Provide information and referrals services 24/7 to all Monterey County residents to low-cost and free health and human services. Services are provided in the preferred language of the caller and are free of charge to callers. Referrals are made by nationally certified I&R Call Specialists and Call Center. In addition to routine I&R services, Call Specialists are trained to take calls from people in personal crisis and connect them quickly to the appropriate crisis line for further expert assistance. During community wide disasters and emergencies, 2-1-1 compliments 9-1-1 emergency services 1. Matrix Code - 05Z (24CFR570.201(e)); 2. National Objective - LMA (24CFR570.208(a)); 3. Presumed Benefit - No; 4. Performance Objective - Public Services and Homeless Services and Homeless Prevention 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility to an information and referral service reaching approximately 1,000 low-moderate-income people.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1,000 people from the Urban County will use the 2-1-1 service annually.
	Location Description	The United Way's offices are located at 60 Garden Court, Monterey, CA 93940. The 2-1-1 service is accessible anywhere there is internet or phone service.
	Planned Activities	Provide information and referrals services 24/7 to all Monterey County residents to low-cost and free health and human services. Services are provided in the preferred language of the caller and are free of charge to callers. Referrals are made by nationally certified I&R Call Specialists and Call Center. In addition to routine I&R services, Call Specialists are trained to take calls from people in personal crisis and connect them quickly to the appropriate crisis line for further expert assistance. During communitywide disasters and emergencies, 2-1-1 compliments 9-1-1 emergency services.
12	Project Name	Fire Station Equipment - Type 1 Engine
	Target Area	
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$757,521

Description	The City of Greenfield will use CDBG funds to: Program: Fire Apparatus Purchase Objective: Purchase and Equip a Type 1 Fire Engine Outcome: 1 fully equipped Type 1 Fire Engine Outcome Measurement: Type 1 Fire Engine Timeline: July 1, 2019 - June 30, 2020 Expected CDBG Cost: \$554,597.18 Program: Quick Response Vehicle Objective: Purchase and Equip 1 Quick Response Vehicle Outcome: 1 fully equipped Quick Response Vehicle Outcome Measurement: Quick Response Vehicle Timeline: July 1, 2019 - June 30, 2020 Expected CDBG Cost: \$73,723.71 Program: Self-Contained Breathing Apparatus & Safety Gear Objective: Purchase 20 SCBA masks and 30 SCBA tanks and ballistic vests and helmets. Outcome: New SCBA Equipment Outcome Measurement: New SCBA Equipment Timeline: July 1, 2019 - June 30, 2020 Expected CDBG Cost: \$129,200.11 Acquisition of this equipment will improve the emergency medical and fire response in the City of Greenfield and the surrounding area served by the Greenfield Fire Department. Funding comes from the City of Greenfield's 2017-18 allocation of \$259,238; 2018-19 allocation of \$259,238; and, 2019-20 allocation of \$239,045. 1. Matrix Code - 030 (24CFR570.201(c)); 2. National Objective - LMA (24CFR570.208(a)(1)); 3. Presumed Benefit - No, according to the HUD released ACS-2015-lowmod_localgov_all spreadsheet Greenfield's population is 64.77% low/mod.; 4. Performance Objective - Public Facilities 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Sustainability by improving the fire department's ability to respond to medical/life and fire emergencies within a city of approximately 16,800.
Target Date	6/30/2020
Estimate the number and type of families that will benefit from the proposed activities	The entire population of Greenfield, approximately 16,800 (of whom 64.77% are of low- or moderate-income) will benefit from the new Fire Engine.
Location Description	The new fire engine will serve the City of Greenfield, in the central Salinas Valley area of Monterey County. Under state and federal mutual aid, the Greenfield Fire Department may, in rare cases, be called upon to provide services in other areas of County, state or even nation.
Planned Activities	Purchase of a new public safety equipment.
13 Project Name	Greenfield Commons
Target Area	
Goals Supported	Affordable Housing
Needs Addressed	Affordable Housing
Funding	CDBG: \$350,000

	Description	CDBG funds will be used to help EAH Housing construct city mandated off-site improvements associated with the 200-unit Greenfield Commons affordable housing development at 41206 Walnut Avenue in Greenfield, CA. The development will provide permanent housing for large families and aims to serve the local farmworker community. The average income targeted is 49% AMI. The proposed development is consistent with EAH's goal to create community by developing, managing and promoting quality affordable housing. This project will have a lasting impact on the community and the provision of substantial housing stock for which there is a great need. 1. Matrix Code - 03K (24CFR570.201(c)); 2. National Objective - LMH (24CFR570.208(a)(3)); 3. Presumed Benefit - No, but housing will be built with TCAC participation and will have defined income limits that do not exceed 80% of AMI.; 4. Performance Objective - Affordable Housing and Infrastructure 5. Performance Measure - Provide Decent Affordable Housing; 6. Performance Outcome - Affordability of approximately 200 new rental units that will be affordable to households earning less than 80% of AMI.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	When completed, Greenfield Commons will have a total of 200-units, of which at least 198-units will be for extremely low-, low-, and moderate-income households.
	Location Description	41206 Walnut Ave., Greenfield, CA
	Planned Activities	Construction of off-site sidewalk and street improvements related to the development of a 200-unit affordable housing complex on 11-acres in Greenfield, CA. Construction is currently expected to begin in August 2020 and be complete by February 2022.
14	Project Name	Scattered Site Residential Solar Program
	Target Area	
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$50,000

	Description	GRID Alternatives proposes to continue serving qualified low-income residents living within Monterey County with an affordable solar housing program. With funds, GRID Alternatives will install complete solar systems for residents, saving them money on electricity costs that can be used to pay for other expenses. In addition to serving low-income homeowners, GRID engages community members and job trainees in our solar installations, providing hands-on experience and job training for job seekers looking to start a career in the rapidly expanding solar industry. 1. Matrix Code - 14F (24CFR570.202(a)(1)) 2. National Objective - LMH (24CFR570.208(a)(3)); 3. Presumed Benefit - No; 4. Performance Objective - Affordable Housing and Energy Efficiency Improvements 5. Performance Measure - Provide Decent Affordable Housing; 6. Performance Outcome - Affordability of homeownership through the reduction of PG&E electrical service charges for approximately 10 low- or moderate-income homeowners through the installation of solar systems.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This program will benefit approximately 10 low- and moderate-income households that own their homes.
	Location Description	Various locations throughout the Urban County and its participating cities.
	Planned Activities	GRID Alternatives will use vocational education students to install residential solar electric systems on the homes of low-moderate income homeowners and assist them with all paperwork necessary to claim any rebates, refunds or tax benefits from the installation of the system.
15	Project Name	General Administration
	Target Area	
	Goals Supported	Public Facilities Infrastructure Improvements Public Services Homeless and Homeless Prevention Services Fair Housing Affordable Housing
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$258,358
	Description	This project provides for County and City of Gonzales costs to administer the CDBG program, including the Urban County's next Consolidated Plan. 1. Matrix Code - 21A (24CFR570.206(a)(1)) 2. National Objective: Per the 2013 CDBG Guide to National Objectives & Eligible Activities for Entitlement Communities costs that are appropriately charged to this category are presumed to meet a CDBG national objective and a grantee does not have to maintain any other documentation for this purpose (24CFR570.208(d)(4)) 3. Presumed Benefit: N/A 4. Performance Objective: N/A 5. Performance Measure: N/A 6. Performance Outcome: N/A
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	There are no direct beneficiaries associated with the County's management of the CDBG funds.
	Location Description	The Housing and Economic Development Division office is located at 1441 Schilling Place - North, Salinas, CA 93901. County staff makes annual site visits to Subrecipients and provides on-site technical assistance as requested by the Subrecipients.
	Planned Activities	Preparation of required subrecipient agreements, grant reporting, monitoring of subrecipients, public noticing, and preparing the assessment of fair housing.
16	Project Name	Rec Center Outdoor Rehab and Beautification
	Target Area	
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$65,650
	Description	The proposed Center Outdoor Rehab and Beautification would see the skate park resurfaced with a skate overlay coating. The old and aging perimeter fencing will be removed, and new fencing will be installed. The Recreation Center building will receive new paint and a new color scheme. 1. Matrix Code - 03F (24CFR570.201(c)); 2. National Objective - LMA (24CFR570.208(a)(1)); 3. Presumed Benefit - No, according to the HUD released ACS-2015-lowmod_localgov_all spreadsheet the Castroville CDP population is 66.19% low/mod and the areas outside the CDP are sparsely populated; 4. Performance Objective - Public Facilities 5. Performance Measure - Create Economic Opportunities; 6. Performance Outcome - Sustainability by rehabilitating existing facilities that may be used by approximately 150 people between the ages of 9 and 29 annually in the predominately low- and moderate-income community of Castroville.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 150 people between the ages of 9 and 29 annually in the predominately low- and moderate-income Castroville Census Designated Place are expected to use the skate park.
	Location Description	11261 Crane St., Castroville, CA 95012
	Planned Activities	The proposed Center Outdoor Rehab and Beautification would see the skate park resurfaced with a skate overlay coating. The old and aging perimeter fencing will be removed, and new fencing will be installed. The Recreation Center building will receive new paint and a new color scheme.
17	Project Name	CDBG-CV - ECHO - Fair Housing and Tenant / Landlord Services
	Target Area	
	Goals Supported	Public Services

	Needs Addressed	Public Services Homeless Services and Homeless Prevention Affordable Housing
	Funding	CDBG-CV: \$15,000
	Description	ECHO will use CDBG-CV funds to respond to landlord-tenant issues that have come up because of the COVID-19 public health crisis. The biggest issue requiring ECHO's assistance has been explaining the rights and obligations of landlords and tenants during the eviction moratorium imposed by the state and County during the COVID-19 public health emergency. 1. Matrix Code - 05J; 2. National Objective - LMC; 3. Presumed Benefit - No; 4. Performance Objective - Public Service; 6. Performance Measure - Provide Decent Affordable Housing Performance Outcome - Availability/Accessibility
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	ECHO estimates that they will provide 45 low and/or moderate-income households with fair housing and/or mediation services.
	Location Description	ECHO has space in the County of Monterey's Housing and Economic Development Division, located at 168 West Alisal St., 3rd Fl., Salinas, CA 93901, and the City of Monterey's Housing Office, 353 Camino El Estero, Monterey CA 93940.
	Planned Activities	<ul style="list-style-type: none"> • Landlord/Tenant Counseling • Landlord/Tenant Conciliation and Mediation <p>Outreach: Outreach consists of presentations, flyer outreach, radio or television interviews, and a newspaper article or ad to the public on eviction protection and resources available to low- and moderate-income households impacted by COVID-19. Efforts will be targeted to property owners and managers to ensure awareness of and compliance with eviction moratoriums and tenant responsibility to make payment arrangements if they suffer lost income due to COVID-19.</p>
18	Project Name	CDBG-CV - Food Bank - Additional Food & Truck Purchase
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG-CV: \$721,541
	Description	The Food Bank will use CDBG-CV funds to respond to the almost unprecedented levels of food insecurity experienced because of under and unemployment brought about by COVID-19 related business closures and collapsing economic activity. 1. Matrix Code - 05W; 2. National Objective - LMC; 3. Presumed Benefit - Yes; 4. Performance Objective - Public Service; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility
	Target Date	9/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	The program will allow the Food Bank to purchase additional food for distribution to those impacted by the COVID-19 public health crisis.
	Location Description	353 W. Rossi St., Salinas, CA 93907 and 26 food distribution locations throughout the County.
	Planned Activities	The Food Bank will purchase additional food for distribution through Food Bank distribution centers and pantries operated by non-profits throughout the County and purchase a refrigerated truck to allow distribution of more products requiring cold storage/distribution.
19	Project Name	CDBG-CV - Legal Services for Seniors - Fair Housing and Legal Services
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG-CV: \$15,000
	Description	LSS will use CDBG-CV funds to provide legal services to seniors who are experiencing housing issues related to eviction moratoriums put in place because of COVID-19 or who are have been targeted by COVID-19 scams. 1. Matrix Code - 05A; 2. National Objective: LMC; 3. Presumed Benefit - Yes, Elderly Persons; 4. Performance Objective - Public Service; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	100 seniors over the age of 62.
	Location Description	
	Planned Activities	LSS will provide legal services for additional seniors.
20	Project Name	CDBG-CV - Meals on Wheels - Salinas Valley Home Delivered Meal Program
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG-CV: \$50,000
	Description	MoW-SV Valley will use the CDBG-CV funds to respond to the increased demand for home delivered meal services by seniors who need to maintain social distancing due to medical vulnerabilities and are or were under a shelter-in-place order due to the COVID-19 public health emergency. 1. Matrix Code - 05A; 2. National Objective - LMC; 3. Presumed Benefit - Yes, Disabled or Elderly Persons; 4. Performance Objective: Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome — Sustainability
	Location Description	

	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	25 seniors over the age of 62.
	Location Description	Individual homes throughout the Salinas Valley.
	Planned Activities	Purchase and delivery of restaurant meals to otherwise able bodied but homebound seniors sheltering due to the COVID-19 public health emergency.
21	Project Name	CDBG-CV - United Way - 211 Service
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG-CV: \$15,000
	Description	The United Way will use CDBG-CV funding to increase its 2-1-1 capacity to respond to the increased demand for its referral services brought on by the COVID-19 public health emergency. In addition to its usual referrals, the UW has experienced more calls for assistance locating COVID testing centers and for information related to allowed activities under the various public health orders that have been imposed as a result of COVID-19. 1. Matrix Code - 05Z; 2. National Objective - URG; 3. Presumed Benefit - No; 4. Performance Objective - Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Unknown but the 2-1-1 system has been responding to approximately 56 additional calls per day specifically related to the COVID-19 public health emergency.
	Location Description	Countywide wherever telephone or internet access is available.
	Planned Activities	Continue responding to COVID-19 related information referrals.
22	Project Name	Sun Rose Gardens - Transitional Housing Development
	Target Area	
	Goals Supported	Public Facilities Public Services Homeless and Homeless Prevention Services Fair Housing Affordable Housing
	Needs Addressed	Public Facilities
	Funding	CDBG: \$1,066,770

Description	Interim, Inc. will demolish an existing building used for permanent supportive housing unit and reconstruct it with 6 units of permanent supportive housing, 8 units of transitional housing, an on-site managers unit and common areas. The total project cost is estimated at \$4,418,565 and the County's CDBG funding will specifically support the construction of the transitional housing units and eligible common spaces. 1. Matrix Code - 03C; 2. - National Objective - LMC; 3. Presumed Benefit - Yes; 4. Performance Objective - Public Facilities; 5. Performance Measure - Provide decent affordable housing; 6. Performance Outcome - Affordability
Target Date	6/30/2021
Estimate the number and type of families that will benefit from the proposed activities	The 7-units of transitional housing may house as many as 28 individuals transitioning from homelessness to permanent housing annually, assuming the maximum length of stay is 90-days within a given year.
Location Description	439 Soledad St., Salinas, CA 93901
Planned Activities	<p>Nine units will be permanent supportive housing for very low-income adults with psychiatric disabilities who are homeless, chronically homeless, or at-risk of chronic homelessness. Seven of the units will be studio apartments that will house one person each. Two of the units will be 1-bedroom apartments that house one person each. The nine units will be regulated under NPLH. One unit will be a studio apartment housing a resident manager.</p> <p>One eight-bedroom unit will be transitional housing for eight residents who are homeless or at-risk of homelessness, who have psychiatric disabilities, and who are enrolled in a full-service partnership under the MCHOME program, a collaborative of Interim and MCBHB that provides outreach and intensive integrated services and housing for homeless adults. The one-bedroom transitional housing unit will be funded through other sources (capital, operating.) The transitional housing replaces a current 8-bedroom transitional housing unit that is on the site and which will be demolished.</p> <p>Sun Rose Apartments will include a Community Room for tenants and private offices for supportive services. The community space will be shared by both the transitional unit and the permanent housing units. Supportive services will be provided to all tenants. The supportive services will be funded by MCBH under an existing contract with Interim Inc., who will be the service provider.</p> <p>Additional Sources of funding include inclusionary housing funds, Whole Person Care, County CDBG Capital funds, NPLH COSR and Capital funds, City of Salinas CDBG/HOME and private donations. Total estimated cost is \$8,532,975.</p>
23 Project Name	CDBG -CV United Way Emergency Rental Assistance
Target Area	
Goals Supported	Homeless and Homelessness Prevention Services

Needs Addressed	Homeless and Homelessness Prevention Services
Funding	\$1,049,326
Description	The United Way will use CDBG-CV funding to continue to provide emergency rental assistance payments to income qualified households who can demonstrate that they cannot make their rent payments due to income lost from COVID-19 related job loss or reduction in hours worked. Payments will be made directly to the property owner or manager. 1. Matrix Code – 05Q; 2. - National Objective - LMC; 3. Presumed Benefit - No; 4. Performance Objective - Public Services; 5. Performance Measure - Provide decent affordable housing; 6. Performance Outcome – Affordability.
Target Date	12/31/21
Estimate the number and type of families that will benefit from the proposed activities	115 low- and moderate-income households at risk of eviction due to COVID-19 related economic losses, e.g. lost wages due to layoff and/or reduction in hours worked.
Location	Various locations throughout the Urban County.
Description	
Planned Activities	Emergency rental assistance payments for up to six consecutive months for income qualified households. Monthly rental assistance is not expected to exceed \$1,500 or \$9,000 per household.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Urban County is composed of the cities of Del Rey Oaks, Gonzales, Greenfield and Sand City, and the unincorporated areas of Monterey County. The Urban County has not established specific target areas where CDBG funds will be focused. Monterey County covers over 3,000 square miles and outside of the cities there are very few areas of low-income and minority concentration. The census block groups that do have concentrations of low-income and minority populations are either densely concentrated in the communities of Castroville and Pajaro or so widely disbursed that it is not possible to focus on those areas.

Del Rey Oaks has a low/moderate income population is 17.31%.

Gonzales consists of three Census Block Groups with an average low/moderate income population of 66.23%.

Greenfield consists of eight Census Block Groups with an average low/moderate income population of 56.52%. Girls, Inc. and Meals on Wheels of the Salinas Valley have expanded their service areas to increase their level of service in Greenfield.

Sand City has one Census Block Group with an average low/moderate income population of 58.06%

The unincorporated areas of the Urban County have 65 Census Block Groups of which 13 have low/moderate income populations of greater than 50%.

The Urban County has targeted projects and services to address the needs of people and households living primarily in these 25 Census Block Groups.

Geographic Distribution

Target Area	Percentage of Funds
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Table 84 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

This section is not applicable to the Urban County because it does not prioritize funds geographically.

Discussion

See discussions above.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

With a limited CDBG allocation, the Urban County does not anticipate expending a significant portion of its CDBG funds on providing affordable housing. Other funding sources, such as State HOME funds, inclusionary housing in-lieu fees, and Housing Successor Agency funds will be the primary sources of funding to address affordable housing needs in the Urban County.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	10
Special-Needs	0
Total	10

Table 96 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	10

Table 107 - One Year Goals for Affordable Housing by Support Type

Discussion

The Urban County is planning to support GRID Alternatives efforts to bring solar energy systems to low-moderate income households who own their homes.

The Urban County is investing in EAH Housing which will use CDBG funds to construct off-site sidewalk and street improvements required as part of their 200-unit Greenfield Commons affordable housing development. Construction is anticipated to begin in mid-2020.

The Urban County is also investing in the Veterans Transition Center to fund a master plan for the VTC's remaining property on Hayes Circle on the former Fort Ord. VTC is currently contemplating construction of tiny homes on the property but the number of units that can be accommodated and the services that need to be provided will be determined through the master planning process.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of the County of Monterey (HACM) is the local Public Housing Authority. The HACM has established the Monterey County Housing Development Consulting Corporation (HDC2) to manage former public housing developments. There are 22 properties with 1,091 units under HDC2 management. Approximately one-quarter of the units are restricted to farmworker families. Another quarter of the units are restricted to seniors or persons with disabilities.

- HDC2 has three properties in the unincorporated areas of the Urban County. Two of the properties are restricted to occupancy by farmworker families and the third is restricted to seniors or persons with disabilities.
- HDC2 has two public housing developments in Gonzales. One of the properties is restricted to seniors or persons with disabilities.
- HDC2 has one public housing development in Greenfield.
- There are currently no public housing developments located in Sand City.

Actions planned during the next year to address the needs to public housing

HACM is in the process of privatizing all public housing and placing them under the control of HDC2. During the coming year, HDC2 will continue to modernize and rehabilitate or tear down and rebuild former public housing units through the HUD RAD program.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The HACM requires or promotes a range of activities to increase resident involvement in the public housing program. These include:

- Requiring each adult household member to participate in eight hours of community services;
- Encouraging the installation of neighborhood watch programs;
- Conducting tenant meetings to receive input from residents; and
- Conducting specific meetings before the HACM board regarding tenant involvement.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The HACM is not designated as "troubled."

Discussion

The Urban County is providing funding to the HDC2 to begin a more robust resident services program at Los Ositos. Los Ositos is a former public housing development located in Greenfield, CA and open to seniors and the disabled. The HDC2 conducted a survey of residents to determine what kinds of programs they would like to see and that would improve the quality of life for the residents.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Homeless and homeless prevention services are identified as a high priority need in the FY 2013 - FY 2017 Consolidated Plan. The Urban County anticipates expending approximately 33 percent of its public service cap (up to 15 percent of the CDBG annual allocation and program income) to provide homeless and homeless prevention services through the following:

- Case management of disabled persons to maintain their ability to live independently – Central Coast Center for Independent Living
- Case management for homeless at-risk youth in transitional housing - Rancho Cielo
- Food distribution to residents in the Castroville, Pajaro and Prunedale areas - Food Bank for Monterey County
- Food distribution to residents in Gonzales and nearby unincorporated areas – Meals on Wheels

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Urban County is providing funding for one program that primarily serve the homeless or those at risk of homelessness. The Rancho Cielo project provides case management to 30 at-risk youth in transitional housing who were homeless because they are attempting to leave gangs or escape gang-controlled neighborhoods. Six of the slots are specifically set-aside for youth from the cities of Gonzales, Greenfield, Sand City or the unincorporated areas of the County.

The Urban County is also providing funding for VTC to prepare a Master Plan for their Hayes Circle property. The Master Plan will evaluate the type of housing needed to serve homeless veterans and their families and help VTC develop funding strategies to develop new units.

Addressing the emergency shelter and transitional housing needs of homeless persons

Rancho Cielo is a transitional housing and educational program that is designed to help individuals at risk of homelessness as they attempt to escape neighborhoods that do not provide positive opportunities. Rancho Cielo has five units of transitional housing that can accommodate up to 30 people at a time. Six of the beds are allocated for persons from the Urban County.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In addition to the above, the Urban County will continue to rely on a vast network of public and nonprofit agencies in the Continuum of Care (CoC) system to provide a range of housing options and services. The CoC system strives to provide and expand housing opportunities for the homeless and formerly homeless, through emergency shelters, transitional housing, supportive housing, and permanent housing. Outreach, assessment, and case management services are also offered through this

network to assist the homeless in transitioning to permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Regarding individuals being discharged from publicly funded institutions and systems of care, the Rancho Cielo program works with youth who have been in foster care or other youth facilities or corrections programs and institutions to help them from becoming homeless. Outside of the Urban County programs, the Veterans Transition Center, which is funded through the COC and the Urban County, can also provide services to those who are being discharged from health care facilities, mental health facilities, and corrections programs and institutions.

Regarding helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs, a variety of resources are available. The Food Bank project in North County delivers to Senior Centers and/or food pantries on a weekly basis in Castroville, Pajaro and Prunedale. This will assist the low-income population by reducing their food expense which allows them to use more income for housing, medical, and other monthly expenses. Meals on Wheels delivers meals to homebound individuals daily in Gonzales and nearby unincorporated areas. This also assists the low-income population by reducing their food expense which allows them to use more income for housing, medical, and other monthly expenses. Additionally, agencies such as Catholic Charities and the Housing Resource Center provide rental and utility payment services on a crisis basis to prevent homelessness.

Discussion

Regarding the frail and elderly, the Food Bank and Meals on Wheels programs proposed to be funded under the services component of the Urban County Annual Action Plan, will provide nutritional supportive services to those who are not homeless. Activities for non-homeless persons with mental, physical, developmental, alcohol and drug addictions, or HIV/AIDS and their families are addressed outside of the Urban County by a variety of non-profit agencies and through the Monterey County Social Services Department. The housing and supportive services needs of Public Housing residents are addressed in part by the Housing Authority as well as by other non-profits and public agencies.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Market and governmental factors pose constraints to the provision of adequate and affordable housing. These factors tend to disproportionately impact low- and moderate-income households due to their limited resources for absorbing the costs. Individually, local jurisdictions have little influence over the market factors (such as the cost of labor and construction materials, cost of land, or availability of financing), or statewide and national policies (such as prevailing wage requirements, environmental protection, and California Coastal Act). Other local factors that could potentially impede affordable housing development include:

- Residential Land Use Policies
- Development Regulations
- Development Review Process

The Urban County strives to mitigate local barriers to affordable housing by offering incentives to encourage affordable housing development.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Urban County uses the following tools to mitigate the cost of housing development.

- **Density Bonus:** State density bonus law provides density increases, along with other regulatory concessions and incentives in exchange for affordable housing.
- **Second Units:** Jurisdictions are required to permit second units through a ministerial process in single-family zones.
- **Streamline Processing:** All local jurisdictions are required to adhere to the Streamline Processing Act to reduce the time associated with project review and approval.
- **CEQA Exemption:** Affordable housing and infill housing projects are exempt under the California Environmental Quality Act (CEQA).

In October 2017, the State of California enacted 14 new laws directed at creating new and preserving existing affordable housing. The Urban County has begun analyzing how these laws can be used to contribute to the supply of affordable housing in Monterey County. Monterey County is also reanalyzing its current Inclusionary Housing Ordinance and preparing to redraft it to make it a more impactful affordable housing program.

Discussion:

See discussion above.

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses the Urban County's efforts in addressing underserved needs, developing the institutional structure for delivering housing and community development activities, and expanding and preserving affordable housing opportunities.

Actions planned to address obstacles to meeting underserved needs

Based on the results of the community outreach process, the Urban County's most underserved groups are the homeless and youth. Generally, the lack of funding is the most critical obstacle to meeting the needs of these groups. The Urban County is helping to bridge the gap by allocating CDBG funds to homeless, homeless prevention, and youth programs.

As CDBG funds are limited, the Urban County will continue to rely on the existing network of public and nonprofit agencies to deliver most housing and supportive services for the homeless and youth in the community.

Actions planned to foster and maintain affordable housing

The Urban County will continue to foster and maintain affordable housing through the following:

- **Density Bonus:** State density bonus law provides density increases, along with other regulatory concessions and incentives in exchange for affordable housing.
- **Second Units:** Jurisdictions are required to permit second units through a ministerial process in single-family zones.
- **Streamline Processing:** All local jurisdictions are required to adhere to the Streamline Processing Act to reduce the time associated with project review and approval.
- **CEQA Exemption:** Affordable housing and infill housing projects are exempt under the California Environmental Quality Act (CEQA).

In addition, the Urban County will continue to pursue funding at both the State and Federal levels to support new construction, rehabilitation, and acquisition/rehabilitation of affordable housing.

Actions planned to reduce lead-based paint hazards

Lead poisoning is addressed by the Monterey County Health Department Childhood Lead Poisoning Prevention Program (CLPPP). CLPPP provides services to the community to:

- Increase awareness of the hazards of lead exposure;
- Reduce lead exposure; and
- Increase the number of children assessed and appropriately blood tested for lead poisoning.

A public health nurse provides home visitation and case management, and a registered environmental health specialist provides environmental home inspections to families of children found to be severely lead-poisoned. Local code enforcement staff will continue to provide information on lead-based paint hazards and resources for abatement.

Actions planned to reduce the number of poverty-level families

The Urban County seeks to reduce the number of people living in poverty (extremely low-income households earning less than 30 percent of the AMI) by providing several programs, including housing assistance, supportive services, economic development assistance, and job training opportunities. This anti-poverty strategy utilizes existing County job training and social service programs to increase employment marketability, household income, and housing options. These programs are detailed in the

FY 2013-2017 Consolidated Plan and its update.

Actions planned to develop institutional structure

The Urban County will continue to coordinate with public and private housing and services agencies to deliver housing and community development activities in the Urban County area. Various agencies will continue to be invited to attend public meetings related to the CDBG program. The Urban County will continue to maintain and expand the outreach list for the CDBG program.

Actions planned to enhance coordination between public and private housing and social service agencies

The Urban County will continue to work with HUD and the various public and private housing and social service agencies to use CDBG funding to support projects. This will have to be done on a case-by-case basis so that the Urban County can properly establish a nexus between the Urban County and support for housing and social services in other entitlement jurisdictions.

Discussion:

See discussions above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The following provides additional information about the CDBG program requirements. The Urban County does receive program income from residual loan repayments that were originally funded with State CDBG funds. Pursuant to 24 CFR 570.489(e)(3)(iii), the County and City of Del Rey Oaks have certified to the California Department of Housing and Community Development that program income from these sources is now received into IDIS and no longer reported to HUD

The Urban County does not anticipate expending funding on Urgent Need activities, as defined by HUD as activities that:

- Pose a serious and immediate threat to the health or welfare of the community;
- Are of recent origin or recently became urgent;
- The state grant recipient is unable to finance the activity on its own; and
- Other sources of funding are not available to carry out.

A condition will generally be of recent origin if it is developed or became critical within the last 18 months.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	81.24%

Annual Action Plan	73
2019	

The period which will be used to calculate the overall benefit to persons of low to moderate income for activities using CDBG funds will be three years, of which this Plan, covering July 1, 2019 to June 30, 2020, is the first year. During FY19/20 the Urban County anticipates using 20% of the available CDBG funds for administrative expenses.

The Urban County anticipates receiving \$1,572,792 in CDBG funds (including Program Income) for FY 19/20. The Urban County plans to allocate the available funds as follows:

- 69% for community development and housing activities
- 13% percent of the funds for public services
- 18% of CDBG funds will be used for planning and general administration of the CDBG grant.

All community development, housing and public service activities are expected to primarily benefit low and moderate income persons because they live in a "LMA" Low and Moderate Income Area, they meet the "LMC" Low and Moderate Income Clientele eligibility criteria, or they are LMH based on their household income.

Attachment C

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

Resolution No _____

A resolution by the Monterey County Board of Supervisors:

- a. Approving an amendment to Monterey County’s Community Development Block Grant (CDBG) 2019-2020 Program Annual Action Plan to increase the amount available by \$1,049,326 in additional CDBG Coronavirus funding;
- b. Accepting funds for the Community Development Block Grant (CDBG)-CV3, CARES Act through the Housing and Urban Development (HUD) Secretary in the amount of \$1,049,326 and approve an amendment to the FY 19/20 HUD Action Plan to program CARES Act funds.
- c. Authorizing and directing the Auditor-Controller to receive funds and amend the FY 20-21 Adopted Budget, General Fund, Fund 0013, Housing and Economic Development appropriation unit CAO042 to increase appropriations and revenue by \$1,049,326 financed by the CDBG-CV3 grant funds (4/5th vote required).
- d. Approving the Urban County Standing Committee’s December 18, 2020 recommendation to allocate \$1,049,326 to the United Way of Monterey County to provide rental assistance to income-qualified households in the Urban County’s service area

WHEREAS, the County of Monterey, in conjunction with the cities of Gonzales, Greenfield, and Sand City formed a Housing and Urban Development (HUD) Urban County jurisdiction (Urban County) in order to become a direct entitlement jurisdiction for the Community Development Block Grant (CDBG) program;

WHEREAS, the County of Monterey applied for and was approved to receive CDBG funds as an Urban County from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383;

WHEREAS, the County of Monterey entered a Grant Agreement with HUD dated July 1, 2019;

WHEREAS, the Board of Supervisors adopted the Urban County’s 2019 Annual Action Plan on June 25, 2019;

WHEREAS, On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136, to directly address the impacts of the COVID-19 Coronavirus;

WHEREAS, as part of the CARES Act, Congress appropriated \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the U.S. Housing and Urban Development (HUD) had allocated \$2 billion in the first tranche of funds, based on the fiscal year 2020 CDBG formula and these are part of the third tranche of CARES Act CDBG funds;

WHEREAS, the County of Monterey has been allocated \$1,049,326 in CDBG-CV3 funds. These funds are supplemental to the annual allocations of CDBG funds the County receives and shall specifically be used to prevent, prepare for, and respond to COVID-19;

WHEREAS, HUD has issued waivers of certain regulatory requirements related to Consolidated Plan and Citizen Participation requirements.

WHEREAS, the County will be utilizing two of these waivers in order to expedite the use and implementation of these funds that include utilizing the reduced Citizen Participation Plan Comment Period;

WHEREAS, this waiver grants a reduction of the required 30-day comment period to no less than five (5) days;

WHEREAS, the HUD waiver also allows for Citizen Participation Reasonable Notice and Opportunity to Comment;

WHEREAS, this waiver grants the County the ability to determine, outside the adopted Citizen Participation Plan, what constitutes reasonable notice and opportunity to comment during its efforts to limit public gatherings and expedite the use of funds;

WHEREAS, the County has determined that the Public Review Comment period will be no less than a five-day public comment period;

WHEREAS for Reasonable Noticing, the County will publish a notice on the website at least five (5) days prior to the availability of substantial amendment documents for public review and the conducting of a public hearing; and,

WHEREAS a virtual public hearing will be considered adequate.

NOW, THEREFORE, BE IT RESOLVED, that the Monterey County Board of Supervisors does hereby determine and declare as follows:

- a. Approve an amendment to Monterey County's Community Development Block Grant (CDBG) 2019-2020 Program Annual Action Plan to increase the amount available by \$1,049,326 in additional CDBG Coronavirus funding;
- b. Accept funds for the Community Development Block Grant (CDBG)-CV3, CARES Act

through the Housing and Urban Development (HUD) Secretary in the amount of \$1,049,326 and approve an amendment to the FY 19/20 HUD Action Plan to program CARES Act funds.

- c. Authorize and direct the Auditor-Controller to receive funds and amend the FY 20-21 Adopted Budget, General Fund, Fund 0013, Housing and Economic Development appropriation unit CAO042 to increase appropriations and revenue by \$1,049,326 financed by the CDBG-CV3 grant funds (4/5th vote required).
- d. Approve the Urban County Standing Committee's December 18, 2020 recommendation to allocate \$1,049,326 to the United Way of Monterey County to provide rental assistance to income-qualified households in the Urban County's service area

PASSED AND ADOPTED this ____ day of _____, 2021, 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 Minute Book _____, for the meeting on _____.

Dated:

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

By _____
Deputy

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Monterey County

Item No.22

Board Report

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

Legistar File Number: 21-022

January 12, 2021

Introduced: 1/4/2021

Current Status: Scheduled PM

Version: 1

Matter Type: General Agenda Item

- a. Briefing and update on COVID-19, including impacts, and action, proposals and plans to address (verbal report);
- b. Provide direction to staff to address COVID-19



Monterey County

Item No.23

Board Report

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

Legistar File Number: 21-036

January 12, 2021

Introduced: 1/7/2021

Current Status: Scheduled PM

Version: 1

Matter Type: General Agenda Item

- a. Receive an update on the development of metrics for the Community Outreach and Education Pilot Project (“Pilot Project”), a County-wide project responding to the disparate impacts of the COVID-19 pandemic on Communities of Color residing in the census tracts of the lowest quartile of the Healthy Places Index (HPI Census Tracts); and
- b. Provide direction to staff as appropriate.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive an update on the development of metrics for the Community Outreach and Education Pilot Project (“Pilot Project”), a County-wide project responding to the disparate impacts of the COVID-19 pandemic on Communities of Color residing in the census tracts of the lowest quartile of the Healthy Places Index (HPI Census Tracts); and
- b. Provide direction to staff as appropriate.

SUMMARY:

The County Administrative Office in partnership with the Monterey County Health Department continues to convene a collaborative of community-based organizations focused on the development and implementation of a COVID-19 Community Outreach and Education Pilot Project.

The purpose of the Community Outreach and Education Pilot Project is to reach residents most impacted by the pandemic. Outreach and education strategies are implemented by Community Health Workers (CHWs) who are trusted messengers who live in, and are highly regarded by, their respective communities. The CHWs are trained and equipped to deliver culturally relevant messaging and assist community members with system navigation for access to resources. Community-based organizations employing the CHWs will work collaboratively to conduct outreach and provide COVID-19 education and connections to resources for hard-to-reach disparately impacted communities to support efforts to reduce COVID-19 transmission in Monterey County.

The Pilot Project’s community partners will assign CHWs to implement outreach strategies in census tracts with the lowest quartile Healthy Places Index (HPI). As of now, those census tracts are in the following communities:

- Salinas, 93906 and 93905
- North Monterey County: Castroville, Pajaro, Las Lomas, Moss Landing
- South Monterey County: Gonzales, Soledad, Greenfield, King City
- Peninsula: Seaside, Marina

The metrics for measuring the effectiveness of the Community Outreach and Education Pilot Project will

continue to evolve in its development. Maintaining a certain degree of flexibility allows the opportunity to modify the metrics as the implementation process will inform lessons learned and the insights of any unanticipated challenges or opportunities with data collection. The domains and indicators for measuring the Pilot Project's progress are outlined in Attachment A, the Community Health Worker Performance Measurement Framework (adapted from: Agarwal et al. 2019. Human Resources for Health, 17(86)).

The four primary domains of the Community Health Worker Performance Measurement Framework are:

- Inputs:
 - Policies for the CHW selection and assignment of tasks/workload
 - Governance/Stakeholders
 - Logistics
 - Funding and Information Management Systems
- Programmatic Success
 - Supportive Systems: Supervision and performance appraisal
 - Data use
 - CHW development: recruitment, training and incentives
 - Support from community-based organization
- Community Health Systems Performance Outputs
 - CHW -Level Outputs: Service quality, CHW knowledge and CHW well-being
 - Community-Level Outputs: Community access and community-centered care
- Outcomes
 - Improved health outcomes

The Community Health Worker Performance Measurement Framework will include short-term (immediate implementation) indicators and long-term indicators to be implemented as the Pilot Project expands.

Short-term Indicators:

Inputs/Supportive Systems:

- Ratio of CHWs to supervisors/coordinators

Programmatic Success:

- # of CHWs who have been selected/recruited
- #/% of target communities/populations that have an assigned CHW
- #/% of CHWs who have received initial training
- # of planning/review meetings held at the level of the local government to discuss CHW program performance

Community Health Systems Performance Outputs

- #/% of CHWs who express that they feel confidence in their abilities to provide health education
- #/% of CHWs with all the key stock commodities in the last reporting period
- # of days CHW has performed at least one CHW responsibility in the last month
- In the last 3 months, #/% of CHWs who have reported on their activities

Equity, Gender, and Accountability: Each of the above indicators may be disaggregated by one or more of the following characteristics to assess possible equity gaps or disparities: education, ethnicity, family type, health risk-level, immigration/migrant status, language, marital status, occupation, refugee/asylee status, religion, sex, social capital, tribe, wealth.

Additional process metrics tools for coordination include; a master calendar of site locations, staffing and



Monterey County

Item No.

Board Report

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

Legistar File Number: 21-036

January 12, 2021

Introduced: 1/7/2021

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

- a. Receive an update on the development of metrics for the Community Outreach and Education Pilot Project (“Pilot Project”), a County-wide project responding to the disparate impacts of the COVID-19 pandemic on Communities of Color residing in the census tracts of the lowest quartile of the Healthy Places Index (HPI Census Tracts); and
- b. Provide direction to staff as appropriate.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive an update on the development of metrics for the Community Outreach and Education Pilot Project (“Pilot Project”), a County-wide project responding to the disparate impacts of the COVID-19 pandemic on Communities of Color residing in the census tracts of the lowest quartile of the Healthy Places Index (HPI Census Tracts); and
- b. Provide direction to staff as appropriate.

SUMMARY:

The County Administrative Office in partnership with the Monterey County Health Department continues to convene a collaborative of community-based organizations focused on the development and implementation of a COVID-19 Community Outreach and Education Pilot Project.

The purpose of the Community Outreach and Education Pilot Project is to reach residents most impacted by the pandemic. Outreach and education strategies are implemented by Community Health Workers (CHWs) who are trusted messengers who live in, and are highly regarded by, their respective communities. The CHWs are trained and equipped to deliver culturally relevant messaging and assist community members with system navigation for access to resources. Community-based organizations employing the CHWs will work collaboratively to conduct outreach and provide COVID-19 education and connections to resources for hard-to-reach disparately impacted communities to support efforts to reduce COVID-19 transmission in Monterey County.

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- Peninsula: Seaside, Marina

The metrics for measuring the effectiveness of the Community Outreach and Education Pilot Project will continue to evolve in its development. Maintaining a certain degree of flexibility allows the opportunity to modify the metrics as the implementation process will inform lessons learned and the insights of any unanticipated challenges or opportunities with data collection. The domains and indicators for measuring the Pilot Project's progress are outlined in Attachment A, the Community Health Worker Performance Measurement Framework (adapted from: Agarwal et al. 2019. Human Resources for Health, 17(86)).

The four primary domains of the Community Health Worker Performance Measurement Framework are:

- Inputs:
 - Policies for the CHW selection and assignment of tasks/workload
 - Governance/Stakeholders
 - Logistics
 - Funding and Information Management Systems
- Programmatic Success
 - Supportive Systems: Supervision and performance appraisal
 - Data use
 - CHW development: recruitment, training and incentives
 - Support from community-based organization
- Community Health Systems Performance Outputs
 - CHW -Level Outputs: Service quality, CHW knowledge and CHW well-being
 - Community-Level Outputs: Community access and community-centered care
- Outcomes
 - Improved health outcomes

The Community Health Worker Performance Measurement Framework will include short-term (immediate implementation) indicators and long-term indicators to be implemented as the Pilot Project expands.

Short-term Indicators:

Inputs/Supportive Systems:

- Ratio of CHWs to supervisors/coordinators

Programmatic Success:

- # of CHWs who have been selected/recruited
- #/% of target communities/populations that have an assigned CHW
- #/% of CHWs who have received initial training
- # of planning/review meetings held at the level of the local government to discuss CHW program performance

Community Health Systems Performance Outputs

- #/% of CHWs who express that they feel confidence in their abilities to provide health education
- #/% of CHWs with all the key stock commodities in the last reporting period
- # of days CHW has performed at least one CHW responsibility in the last month
- In the last 3 months, #/% of CHWs who have reported on their activities

Equity, Gender, and Accountability: Each of the above indicators may be disaggregated by one or more of the following characteristics to assess possible equity gaps or disparities: education, ethnicity, family type, health risk-level, immigration/migrant status, language, marital status, occupation, refugee/asylee status, religion, sex, social capital, tribe, wealth.

Additional process metrics tools for coordination include; a master calendar of site locations, staffing and hours designated to the outreach sites; tracking the number of contacts and the types of needs that arise as well as the ways in which the project meets those needs and challenges or barriers partners face in working to meet those needs; and tracking actual access to resources.

OTHER AGENCY INVOLVEMENT:

The Pilot Project and the process metrics are developed in partnership with the County Administrative Office, Monterey County Health Department, Community Foundation for Monterey County, COPA, Building Healthy Communities (BHC), Mujeres en Acción, Center for Community Advocacy (CCA), Centro Binacional para el Desarrollo Indígena Oaxaqueño (CBDIO), California Rural Legal Assistance (CRLA), First 5 Monterey County Bright Beginnings, Lideres Campesinas, City of Gonzales, and Central California Alliance for Health. County Counsel reviewed and approved Board Report.

FINANCING:

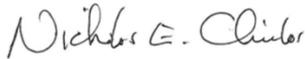
Approval of the recommendation included in this report will not result in additional General Fund contributions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Receipt of this report and authorization of the proposed letter supports the selected Board of Supervisors Strategic Initiatives:

- X_ Economic Development
- X_ Administration
- X_ Health & Human Services
- X_ Infrastructure
- X_ Public Safety

Prepared by: Rosemary Soto, Management Analyst III
Approved by: Nick Chiulos, Assistant County Administrative Officer
January 7, 2021



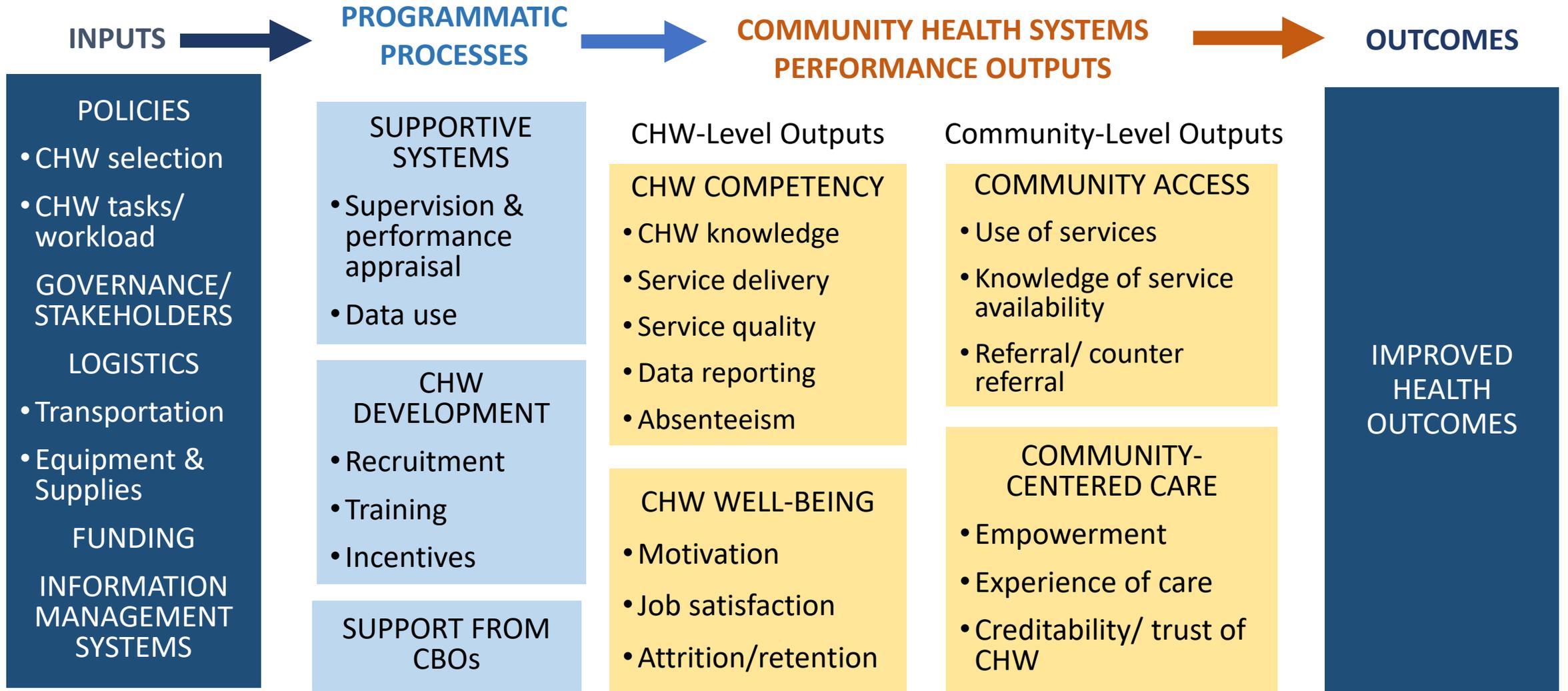
Nicholas E. Chiulos, Assistant County Administrative Officer

January 7, 2021

Date

Attachment A: CHW Performance Measurement Framework

Community Health Worker Performance Measurement Framework



Economic Evaluation

Equity, Gender, Accountability



Monterey County

Item No.24

Board Report

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

Legistar File Number: RES 21-035

January 12, 2021

Introduced: 1/7/2021

Current Status: Scheduled PM

Version: 1

Matter Type: General Agenda Item

Adopt a Resolution to:

a. Amend RES 20-1066 and authorize the Office of Emergency Services to utilize funds approved under RES 20-1066 to reimburse costs incurred by the County departments for Disaster Service Workers assignments as part of the COVID-19 response efforts which cannot be covered by other revenues already approved by the Board (4/5th vote required).

RECOMMENDATION:

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

a. Amend RES 20-1066 and authorize the Office of Emergency Services to utilize funds approved under RES 20-1066 to reimburse costs incurred by the County departments for Disaster Service Workers assignments as part of the COVID-19 response efforts which cannot be covered by other revenues already approved by the Board (4/5th vote required).

SUMMARY/DISCUSSION:

On December 21, 2020, the Board of Supervisors approved RES 20-1066 which authorized the amendment of the Office of Emergency Services (OES) budget to increase appropriations by \$171,000 for the Care and Shelter Branch of the Emergency Operations Center financed by the Cannabis fund. This funding was intended to hire temporary Alternative Housing Site personnel through temporary staffing agencies for a four (4) week period.

Due to the long-term staffing needs of OES and the continued COVID-19 response efforts, it has been determined that many operational needs of OES can be filled by County employees, and temporary workers if needed. The Human Resources Department continues to work with County departments to identify employees for reassignment to Disaster Service Worker (DSW) roles as part of the COVID-19 response efforts. Through this process, County departments have identified the following funding restrictions which prevent non-General Fund positions/employees from participating as DSWs:

- Departments may lose the funding associated with positions funded through grants, State and federal funding and enterprise funds; and
- Service departments may lose funding from internal revenue sources for positions who are reassigned and not providing the agreed upon services to departments.

Due to these funding restrictions, it is recommended the Board of Supervisors consider authorizing the use of the previously approved \$171,000 to supplement department budgets that are impacted as a result of assigning employees as DSWs. The funding would be distributed to impacted departments by

way of internal processes once a DSW assignment is made and a funding restriction is identified.

The OES, by way of DSWs, provide a critical service to our community as they coordinate and support the County's COVID-19 response efforts. By allowing the flexibility to supplement impacted department's budgets, it would facilitate the appropriate DSW staffing levels to appropriately meet the operational needs of the OES. As such, it is recommended that the Board of Supervisors authorize the amendment of RES 20-1066 to authorize the Office of Emergency Services to utilize funds approved under RES 20-1066 to reimburse costs incurred by the County departments for Disaster Service Workers assignments as part of the COVID-19 response efforts which cannot be covered by other revenues already approved by the Board.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office consulted with the Social Services and Human Resources Departments.

FINANCING:

Approval of this action will not result in additional costs for the County as funds have already been approved by the Board in RES 20-1066. Expenditures incurred will be submitted to FEMA or other available funding for reimbursement under the on-going COVID-19 emergency declaration with a potential recovery rate of up to 75%.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared By: Irma Ramirez-Bough, Director of Human Resources and Ariana Hurtado, Senior Personnel Analyst

Approved By: Charles J. McKee, County Administrative Officer

Attachment: Board Report
Resolution

cc: Dewayne Woods, Assistant County Administrative Officer
Nick Chiulos, Assistant County Administrative Officer
Lori Medina, Director of Social Services
Gerry Malais, Office of Emergency Services
Rupa Shah, Auditor-Controller



Monterey County

Item No.

Board Report

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

Legistar File Number: RES 21-035

January 12, 2021

Introduced: 1/7/2021

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Adopt a Resolution to:

- a. Amend RES 20-1066 and authorize the Office of Emergency Services to utilize funds approved under RES 20-1066 to reimburse costs incurred by the County departments for Disaster Service Workers assignments as part of the COVID-19 response efforts which cannot be covered by other revenues already approved by the Board (4/5th vote required).

RECOMMENDATION:

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

- a. Amend RES 20-1066 and authorize the Office of Emergency Services to utilize funds approved under RES 20-1066 to reimburse costs incurred by the County departments for Disaster Service Workers assignments as part of the COVID-19 response efforts which cannot be covered by other revenues already approved by the Board (4/5th vote required).

SUMMARY/DISCUSSION:

On December 21, 2020, the Board of Supervisors approved RES 20-1066 which authorized the amendment of the Office of Emergency Services (OES) budget to increase appropriations by \$171,000 for the Care and Shelter Branch of the Emergency Operations Center financed by the Cannabis fund. This funding was intended to hire temporary Alternative Housing Site personnel through temporary staffing agencies for a four (4) week period.

Due to the long-term staffing needs of OES and the continued COVID-19 response efforts, it has been determined that many operational needs of OES can be filled by County employees, and temporary workers if needed. The Human Resources Department continues to work with County departments to identify employees for reassignment to Disaster Service Worker (DSW) roles as part of the COVID-19 response efforts. Through this process, County departments have identified the following funding restrictions which prevent non-General Fund positions/employees from participating as DSWs:

- Departments may lose the funding associated with positions funded through grants, State and federal funding and enterprise funds; and
- Service departments may lose funding from internal revenue sources for positions who are reassigned and not providing the agreed upon services to departments.

Due to these funding restrictions, it is recommended the Board of Supervisors consider authorizing the use of the previously approved \$171,000 to supplement department budgets that are impacted as a

result of assigning employees as DSWs. The funding would be distributed to impacted departments by way of internal processes once a DSW assignment is made and a funding restriction is identified.

The OES, by way of DSWs, provide a critical service to our community as they coordinate and support the County’s COVID-19 response efforts. By allowing the flexibility to supplement impacted department’s budgets, it would facilitate the appropriate DSW staffing levels to appropriately meet the operational needs of the OES. As such, it is recommended that the Board of Supervisors authorize the amendment of RES 20-1066 to authorize the Office of Emergency Services to utilize funds approved under RES 20-1066 to reimburse costs incurred by the County departments for Disaster Service Workers assignments as part of the COVID-19 response efforts which cannot be covered by other revenues already approved by the Board.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office consulted with the Social Services and Human Resources Departments.

FINANCING:

Approval of this action will not result in additional costs for the County as funds have already been approved by the Board in RES 20-1066. Expenditures incurred will be submitted to FEMA or other available funding for reimbursement under the on-going COVID-19 emergency declaration with a potential recovery rate of up to 75%.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared By: Irma Ramirez-Bough, Director of Human Resources and Ariana Hurtado, Senior Personnel Analyst

DocuSigned by:
Irma Ramirez-Bough
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Approved By: Charles J. McKee, County Administrative Officer

DocuSigned by:
Charles McKee
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Attachment: Board Report
Resolution

- cc: Dewayne Woods, Assistant County Administrative Officer
- Nick Chiulos, Assistant County Administrative Officer
- Lori Medina, Director of Social Services
- Gerry Malais, Office of Emergency Services

Legistar File Number: RES 21-035

Rupa Shah, Auditor-Controller

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

Resolution No.

- a. Amend RES 20-1066)
and authorize the Office of Emergency Services to utilize)
funds approved under RES 20-1066 to reimburse costs)
incurred by the County departments for Disaster Service)
Workers assignments as part of the COVID-19 response)
efforts which cannot be covered by other revenues already)
approved by the Board (4/5th vote required).)

WHEREAS, the Board of Supervisors approved RES 20-1066 on December 21, 2020 and authorized the amendment of the Office of Emergency Services (OES) budget to increase appropriations by \$171,000 for the Care and Shelter Branch of the Emergency Operations Center financed by the Cannabis fund. This funding was intended to hire temporary Alternative Housing Site personnel through temporary staffing agencies for a four (4) week period;

WHEREAS, due to the long-term staffing needs of OES and the continued COVID-19 response efforts, it has been determined that operational needs of OES can be filled by County employees, in addition to temporary personnel;

WHEREAS, County departments have identified funding restrictions which prevent non-General Fund positions/employees from participating as DSWs to include (1) departments may lose the funding associated with positions funded through grants, State and federal funding and enterprise funds and (2) service departments may lose funding from internal revenue sources for positions who are reassigned and not providing the agreed upon services to departments.

WHEREAS, OES, by way of DSWs, provides a critical service to our community as they coordinate and support the County's COVID-19 response efforts.

WHEREAS, OES is seeking the amendment of RES 20-1066 to use the previously approved funding to supplement departments budgets once a DSW assignment is made and a funding restriction is identified.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Supervisors of the County of Monterey does hereby:

- a. Amend RES 20-1066 and authorize the Office of Emergency Services to utilize funds approved under RES 20-1066 to reimburse costs incurred by the County departments for Disaster Service Workers assignments as part of the COVID-19 response efforts which cannot be covered by other revenues already approved by the Board (4/5th vote required).

PASSED AND ADOPTED on this 12th day of January 2021, by roll call vote:

AYES:
NOES:
ABSENT:

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

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

By: _____
Deputy



Monterey County

Item No.25

Board Report

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

Legistar File Number: RES 21-004

January 12, 2021

Introduced: 12/21/2020

Current Status: Scheduled PM

Version: 2

Matter Type: BoS Resolution

Public hearing to consider an appeal by Nina Beety from the October 29, 2020 Zoning Administrator decision approving a Coastal Development Permit adding a 12-foot tower extension for a wireless communication facility on an existing 130.5-foot PG&E steel lattice tower located at 745 Dolan Road, Moss Landing (APN: 131-054-010-000, PLN200128/AT&T Mobility)

RECOMMENDATIONS:

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

- a. Deny the appeal by Nina Beety from the October 29, 2020 Zoning Administrator decision approving a Coastal Development Permit [Planning File No. PLN200128 - PG&E (AT&T Mobility)];
- b. Find the project is limited development consisting of co-location of wireless communication facility and ground-based support equipment which qualifies as a Class 3 Categorical Exemption per section 15303(a) of the CEQA Guidelines and none of the exceptions under section 15300.2 apply; and
- c. Approve a Coastal Development Permit to allow the co-location construction of a 12-foot tower extension for new wireless communications facility on an existing 130.5-foot PG&E lattice tower, increasing the height to 142.5 feet, adding 12 antennas, 15 remote radio units, 3 surge suppressors, an equipment shelter, and a backup generator in a new fenced adjacent compound subject to twelve (12) conditions of approval.

PROJECT INFORMATION:

Agent: Tom Johnson, TSJ Consulting Inc., for AT&T Wireless

Property Owner: Pacific Gas and Electric (PG&E)

Flagged and Staked: Photographic simulations

SUMMARY:

Located on Dolan Road about 2.75 miles from Highway 1, the project consists of co-locating a wireless facility on an existing PG&E lattice tower. The addition will add twelve (12) six-foot antennae panels to an existing steel lattice tower in Moss Landing, increasing the height from 130.5 feet to 142.5 feet. The existing lattice tower is on a 27.5-acre parcel owned by PG&E in the Rural Density Residential district within the Coastal Zone.

PLN200128 was approved on October 29, 2020, by the Monterey County Zoning Administrator. The Zoning Administrator found that the proposed co-location of a wireless facility would not substantially alter the height of the tower such that it would interfere with aircraft or create visual impacts. On November 9, 2020, Nina Beety timely filed an appeal from the October 29, 2020 Zoning

Administrator decision. Her appeal has four major contentions, summarized as:

- 1) This project blocks access under the Americans with Disabilities Act (ADA) for those who report to be disabled due to electromagnetic emission sensitivity.
- 2) The application is flawed, and the findings of the Resolution are not supported correctly.
- 3) The project is not categorically exempt because it is large (as measured by the emissions area) and will likely have significant human health effects and effects on wildlife.
- 4) The County exhibited bias against the appellant in the process of public review and decision on the project.

Staff finds that these appeal contentions have no merit, and recommends the Board deny the appeal and approve the project as previously approved by the Zoning Administrator.

DISCUSSION:

Project Overview/Analysis:

The proposed co-location of the AT&T wireless facility is in a rural residential area of North County in the Coastal Zone. The parcels bordering the property are zoned Rural Density Residential, and neighboring properties are primarily open space, with residences several hundred feet away. The 27.5-acre subject property is occupied by a parallel set of two overhead power lines on large lattice towers and ground-based support equipment in shelters. The lattice tower that the proposed project will be co-located on is approximately 60 feet from the pavement of Dolan Road (**Attachment A** plans, **Attachment D** photographic simulation.) AT&T proposes to co-locate this wireless communication facility at this site to improve serviceable wireless coverage in the Moss Landing area, as discussed and illustrated in the project description and coverage map (**Attachments A** and **E**, respectively). The area currently has limited AT&T mobile service in buildings and in transit.

Monterey County Code (MCC) section 20.64.310 encourages co-location of wireless facilities, where possible and MCC section 20.64.310 C.7 directs that such co-location shall be pursued to the maximum extent feasible. There is a PG&E lattice tower nearby that already has another wireless communication facility co-located on it. The tower does not have enough room left to support both wireless communication facilities (**Attachment A**, plans). Co-location of this wireless facility on an existing transmission tower satisfies the requirements of MCC section 20.64.310, and co-location has been pursued to the maximum extent feasible. The North County Area Land Use Plan (Coastal Zone) section 2.2 promotes the preservation of visual resources in the community when installing new structures on the low areas near North County wetlands and sloughs. This tenet is adhered to by the proposed project because it involves co-location rather than new tower construction. The photographic simulations provided by the applicant (**Attachment D**) do not portray a significant visual impact from the bulk, design, or the height of the additions to the existing tower. Therefore, the proposed wireless communication facility complies with all the applicable requirements of both the MCC and the North County Area Land Use Plan. The proposed facility will not create unusual noise or other conditions that may be objectionable, detrimental or incompatible with the surrounding land uses. The proposed equipment associated with the telecommunication structure operates virtually noise free. On the occasion that the primary and secondary power sources for the equipment fail, a backup generator will turn on and it will maintain a level of noise consistent with the County noise ordinance.

The proposed facility was evaluated by EBI Consulting, who has expertise in radio frequency analysis. The report was prepared by a modeling technician trained in RF-EME (Radio Frequency-Electromagnetic Energy) safety and FCC and OSHA regulations and was reviewed and approved by an electrical engineer. The report, updated to clarify several points for this hearing, finds that the facility will comply with prevailing Federal Communications Commission (FCC) standards for limiting human exposure to radio frequency energy (**Attachment C**). AT&T's wireless telecommunication facilities operate at the lowest possible power levels and their radio frequency electromagnetic fields are below established standards used by the FCC for safe human exposure. Written and oral testimony were received from the public and from a representative of the County Health Office in the prior hearings on this item.

Appeal Contentions:

Nina Beety submitted a timely appeal from the October 29, 2020 Zoning Administrator decision on November 9, 2020. These appeal contentions, along with staff responses are summarized as follows:

CONTENTION 1: This project should be denied because it blocks access under ADA for a person who contends that they are disabled due to electromagnetic emission sensitivity.

RESPONSE 1: The Federal Telecommunications Act (TCA) specifically provides: "no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." (47 U.S.C. § 332 (c)(7)(B)(iv).) The TCA does not include any exemption from this edict, either for the ADA or any other state or federal law. Further, the ADA does not authorize the County to regulate a private activity that arguably has a greater impact on persons with disabilities. The transmission of wireless signals is private activity. The ADA does not apply to private activity regulated by the County under its zoning laws. Additionally, the TCA was enacted after the ADA. Had the federal Congress wished to, it could have excepted Radio Frequency (RF) emissions from this section, but it did not. Finally, Ms. Beety is not without a remedy. The TCA merely prohibits state and local governments from regulating in this area; it gives plenary regulatory authority to the FCC. Consequently, the FCC is the appropriate body to address Ms. Beety's concerns. Monterey County Code section 20.64.210, "Regulations for the Siting, Design, and Construction of Wireless Communication Facilities," adheres to TCA limits (for more on the County Code's application to and the review of this project, see Evidence b). Moreover, even if the TCA did not prohibit the County from regulating in this area, Ms. Beety has not produced substantial evidence of either legal thresholds applicable for electromagnetic frequency emissions (EME) for sensitive groups or that the specific wireless communication facilities at issue should be regulated for distance accommodate for people with RF (aka EME) sensitivities. Substantial evidence of both points is, at a minimum, necessary to meet Ms. Beety's burden on appeal.

CONTENTION 2: The project should not be approved because the documentation of the application is flawed, and the findings of the Resolution are not supported correctly.

RESPONSE 2: County’s recommendation for approval of the project stems from careful review of the site plan, elevations, photo simulations, RF report, and analyses of such in relation to the zoning district, Zoning Code, Noise Ordinance, and the North County Land Use Plan. The development is allowed in the zoning district with a Coastal Development Permit. Further, the project conforms to each requirement of the relevant sections of the Monterey County Code (MCC). As to the North County Land Use Plan, the project meets its Visual Resources Policies; no other Coastal policies relate to the project’s location or design. The project is consistent with the County Noise Ordinance and the 1982 General Plan. Views from State Route 1 (a scenic highway) are protected, consistent with the North County Land Use Plan and MCC section 20.64.310. These findings are explained further in the Resolution (**Attachment A**) and within the in-line responses added to the appeal correspondence from Ms. Beety (**Attachment B**). The visual impact of the co-location on the rear lattice tower on parallel PG&E power lines was assessed by staff and the North County LUAC and found to be insignificant. Pursuant to MCC section 20.64.310.C, *Regulations for the Siting, Design and Construction of Wireless Communication Facilities*, County found that the project would comply with applicable FCC rules, regulations, and standards. County staff found the company name chosen for the Planning project name satisfactory, understanding that County has effective administrative and legal procedures in place to identify permit holders and signatories of indemnification agreements.

CONTENTION 3: The project is not categorically exempt because it is large (as measured by the emissions area) and will likely have significant human health effects and effects on wildlife.

RESPONSE 3: The appellant contends this project is not categorically exempt from CEQA because it is large (as measured by the emissions area), rather than small and meeting Class 3 exemption status. Ms. Beety further contends that the project falls within one of the exceptions from categorical exemptions set forth in CEQA Guideline section 15300.2 due to the project’s potential impacts to the environment. As to the former contention, CEQA Guidelines section 15303, the Guideline upon which the County relies, expressly applies to small structures. There is no indication in that section that the purported size of a project’s *emissions area* is relevant to the determination whether an exemption applies. The appellant has produced no evidence to rebut the County’s conclusion that the project is a “small structure” within the meaning of CEQA Guidelines. As to the latter claim, the project will not have a significant effect on the environment. The RF report (**Attachment C**) was prepared to meet FCC standards and was signed by Michael McGuire, a certified electrical engineer. Pursuant to MCC section 20.64.310.C, *Regulations for the Siting, Design and Construction of Wireless Communication Facilities*, County found that the project would comply with applicable FCC rules, regulations, and standards. The project’s RF report, which the County accepts as persuasive evidence, indicates that the proposed project would not have a significant impact on human health.

CONTENTION 4: The appellant contends that County exhibited bias against the appellant in the process of public review and decision on the project.

RESPONSE 4: To demonstrate prejudicial bias under applicable law, Ms. Beety would need to show either actual bias, based on clear evidence, or an unacceptable probability of actual bias on the part of the Zoning Administrator. (*Petrovich Development Co., LLC v. City of Sacramento* (2020) 48 Cal.App.5th 963, 973-974.) Ms. Beety has not provided substantial evidence on either point. Ms.

Beety has not produced the necessary “concrete facts” demonstrating a conflict of interest or personal bias of the Zoning Administrator with respect to either her or her condition. The Zoning Administrator provided Ms. Beety with a full and fair opportunity to appear at the hearing and present her arguments, both orally and in writing. County duly noticed all public hearings on this project. Further, the Zoning Administrator invited public comment in written and oral form. Those comments were presented to the decisionmaker. Indeed, Ms. Beety testified at the September 24 and October 29, 2020 hearings, and Ms. Beety’s September 23 and 30, 2020 emails were attached to the October 29 staff report as Exhibit H. Additionally, Staff responded to written comments in writing and as part of the staff presentation at the hearings. The Zoning Administrator indicated that he seriously considered the evidence presented, indicating that he “weighed heavily on this ADA issue” but, without substantiating evidence, he could not find any reason to deny the project.

Upon consideration of the documentary evidence, the staff report, the oral and written testimony, and all other evidence in the record, Staff recommends the Board find the Appellant’s contentions unsubstantiated and to approve the project as proposed.

CEQA

As a small facility with a 600-square foot enclosure of ground support equipment, the project qualifies for Class 3 exemption from CEQA (Section 15303 of the CEQA Guidelines). The project does not meet any exceptions from the Class 3 exemption listed under section 15300.2 of the Guidelines because it is not located on a hazardous waste site, near a scenic highway, is not likely to effect cultural resources and will not have a significant effect on the environment nor are there any other special circumstances.

OTHER AGENCY INVOLVEMENT:

Office of the County Counsel

FINANCING:

Staff time associated with this project is funded with revenue from fees that are estimated in the FY20-21 Adopted Budget for Planning.

BOARD OF SUPERVISORS’ STRATEGIC INITIATIVES:

This action represents effective and timely response to our HCD customers. Processing this appeal in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources. Development of existing towers available for co-location of wireless communication facilities generates revenue to the County through permit fees and property taxes.

- X Economic Development
- X Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Mary Israel, Associate Planner, (831) 755-5183
Reviewed by: Brandon Swanson, HCD Planning Services Manager
Approved by: Carl P. Holm, AICP, HCD Director

The following attachments are on file with the Clerk of the Board:
Attachment A - Resolution, Conditions of Approval, Plans, and Appeal Documents
Attachment B - Appeal letter with in-line responses
Attachment C - Radio Frequency Report
Attachment D - Photographic Simulations
Attachment E - Site Coverage Map
Attachment F - Vicinity Map
Attachment G -North County LUAC Minutes

cc: Front Counter Copy; North County Fire Protection District; HCD-Public Works;
HCD-Environmental Services; Environmental Health Bureau; Brandon Swanson, HCD Planning
Services Manager; Mary Israel, Project Planner; Tom Johnson, Agent; PG&E, Owner; Nina Beety,
Appellant; Michael Weaver, Tony Keppelman, Carol Kuzdenyi, Interested Parties; The Open
Monterey Project (Molly Erickson); LandWatch (Executive Director); Project File PLN200128.



Monterey County

Item No.

Board Report

Board of Supervisors
Chambers

168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: RES 21-004

January 12, 2021

Introduced: 12/21/2020

Current Status: Agenda Ready

Version: 2

Matter Type: BoS Resolution

Public hearing to consider an appeal by Nina Beety from the October 29, 2020 Zoning Administrator decision approving a Coastal Development Permit adding a 12-foot tower extension for a wireless communication facility on an existing 130.5-foot PG&E steel lattice tower located at 745 Dolan Road, Moss Landing (APN: 131-054-010-000, PLN200128/AT&T Mobility)

RECOMMENDATIONS:

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

- a. Deny the appeal by Nina Beety from the October 29, 2020 Zoning Administrator decision approving a Coastal Development Permit [Planning File No. PLN200128 - PG&E (AT&T Mobility)];
- b. Find the project is limited development consisting of co-location of wireless communication facility and ground-based support equipment which qualifies as a Class 3 Categorical Exemption per section 15303(a) of the CEQA Guidelines and none of the exceptions under section 15300.2 apply; and
- c. Approve a Coastal Development Permit to allow the co-location construction of a 12-foot tower extension for new wireless communications facility on an existing 130.5-foot PG&E lattice tower, increasing the height to 142.5 feet, adding 12 antennas, 15 remote radio units, 3 surge suppressors, an equipment shelter, and a backup generator in a new fenced adjacent compound subject to twelve (12) conditions of approval.

PROJECT INFORMATION:

Agent: Tom Johnson, TSJ Consulting Inc., for AT&T Wireless

Property Owner: Pacific Gas and Electric (PG&E)

Flagged and Staked: Photographic simulations

SUMMARY:

Located on Dolan Road about 2.75 miles from Highway 1, the project consists of co-locating a wireless facility on an existing PG&E lattice tower. The addition will add twelve (12) six-foot antennae panels to an existing steel lattice tower in Moss Landing, increasing the height from 130.5 feet to 142.5 feet. The existing lattice tower is on a 27.5-acre parcel owned by PG&E in the Rural Density Residential district within the Coastal Zone.

PLN200128 was approved on October 29, 2020, by the Monterey County Zoning Administrator. The Zoning Administrator found that the proposed co-location of a wireless facility would not substantially alter the height of the tower such that it would interfere with aircraft or create visual impacts. On November 9, 2020, Nina Beety timely filed an appeal from the October 29, 2020 Zoning

Administrator decision. Her appeal has four major contentions, summarized as:

- 1) This project blocks access under the Americans with Disabilities Act (ADA) for those who report to be disabled due to electromagnetic emission sensitivity.
- 2) The application is flawed, and the findings of the Resolution are not supported correctly.
- 3) The project is not categorically exempt because it is large (as measured by the emissions area) and will likely have significant human health effects and effects on wildlife.
- 4) The County exhibited bias against the appellant in the process of public review and decision on the project.

Staff finds that these appeal contentions have no merit, and recommends the Board deny the appeal and approve the project as previously approved by the Zoning Administrator.

DISCUSSION:

Project Overview/Analysis:

The proposed co-location of the AT&T wireless facility is in a rural residential area of North County in the Coastal Zone. The parcels bordering the property are zoned Rural Density Residential, and neighboring properties are primarily open space, with residences several hundred feet away. The 27.5-acre subject property is occupied by a parallel set of two overhead power lines on large lattice towers and ground-based support equipment in shelters. The lattice tower that the proposed project will be co-located on is approximately 60 feet from the pavement of Dolan Road (**Attachment A** plans, **Attachment D** photographic simulation.) AT&T proposes to co-locate this wireless communication facility at this site to improve serviceable wireless coverage in the Moss Landing area, as discussed and illustrated in the project description and coverage map (**Attachments A** and **E**, respectively). The area currently has limited AT&T mobile service in buildings and in transit.

Monterey County Code (MCC) section 20.64.310 encourages co-location of wireless facilities, where possible and MCC section 20.64.310 C.7 directs that such co-location shall be pursued to the maximum extent feasible. There is a PG&E lattice tower nearby that already has another wireless communication facility co-located on it. The tower does not have enough room left to support both wireless communication facilities (**Attachment A**, plans). Co-location of this wireless facility on an existing transmission tower satisfies the requirements of MCC section 20.64.310, and co-location has been pursued to the maximum extent feasible. The North County Area Land Use Plan (Coastal Zone) section 2.2 promotes the preservation of visual resources in the community when installing new structures on the low areas near North County wetlands and sloughs. This tenet is adhered to by the proposed project because it involves co-location rather than new tower construction. The photographic simulations provided by the applicant (**Attachment D**) do not portray a significant visual impact from the bulk, design, or the height of the additions to the existing tower. Therefore, the proposed wireless communication facility complies with all the applicable requirements of both the MCC and the North County Area Land Use Plan. The proposed facility will not create unusual noise or other conditions that may be objectionable, detrimental or incompatible with the surrounding land uses. The proposed equipment associated with the telecommunication structure operates virtually noise free. On the occasion that the primary and secondary power sources for the equipment fail, a backup generator will turn on and it will maintain a level of noise consistent with the County noise ordinance.

The proposed facility was evaluated by EBI Consulting, who has expertise in radio frequency analysis. The report was prepared by a modeling technician trained in RF-EME (Radio Frequency-Electromagnetic Energy) safety and FCC and OSHA regulations and was reviewed and approved by an electrical engineer. The report, updated to clarify several points for this hearing, finds that the facility will comply with prevailing Federal Communications Commission (FCC) standards for limiting human exposure to radio frequency energy (**Attachment C**). AT&T's wireless telecommunication facilities operate at the lowest possible power levels and their radio frequency electromagnetic fields are below established standards used by the FCC for safe human exposure. Written and oral testimony were received from the public and from a representative of the County Health Office in the prior hearings on this item.

Appeal Contentions:

Nina Beety submitted a timely appeal from the October 29, 2020 Zoning Administrator decision on November 9, 2020. These appeal contentions, along with staff responses are summarized as follows:

CONTENTION 1: This project should be denied because it blocks access under ADA for a person who contends that they are disabled due to electromagnetic emission sensitivity.

RESPONSE 1: The Federal Telecommunications Act (TCA) specifically provides: "no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." (47 U.S.C. § 332 (c)(7)(B)(iv).) The TCA does not include any exemption from this edict, either for the ADA or any other state or federal law. Further, the ADA does not authorize the County to regulate a private activity that arguably has a greater impact on persons with disabilities. The transmission of wireless signals is private activity. The ADA does not apply to private activity regulated by the County under its zoning laws. Additionally, the TCA was enacted after the ADA. Had the federal Congress wished to, it could have excepted Radio Frequency (RF) emissions from this section, but it did not. Finally, Ms. Beety is not without a remedy. The TCA merely prohibits state and local governments from regulating in this area; it gives plenary regulatory authority to the FCC. Consequently, the FCC is the appropriate body to address Ms. Beety's concerns. Monterey County Code section 20.64.210, "Regulations for the Siting, Design, and Construction of Wireless Communication Facilities," adheres to TCA limits (for more on the County Code's application to and the review of this project, see Evidence b). Moreover, even if the TCA did not prohibit the County from regulating in this area, Ms. Beety has not produced substantial evidence of either legal thresholds applicable for electromagnetic frequency emissions (EME) for sensitive groups or that the specific wireless communication facilities at issue should be regulated for distance accommodate for people with RF (aka EME) sensitivities. Substantial evidence of both points is, at a minimum, necessary to meet Ms. Beety's burden on appeal.

CONTENTION 2: The project should not be approved because the documentation of the application is flawed, and the findings of the Resolution are not supported correctly.

RESPONSE 2: County's recommendation for approval of the project stems from careful review of the site plan, elevations, photo simulations, RF report, and analyses of such in relation to the zoning district, Zoning Code, Noise Ordinance, and the North County Land Use Plan. The development is allowed in the zoning district with a Coastal Development Permit. Further, the project conforms to each requirement of the relevant sections of the Monterey County Code (MCC). As to the North County Land Use Plan, the project meets its Visual Resources Policies; no other Coastal policies relate to the project's location or design. The project is consistent with the County Noise Ordinance and the 1982 General Plan. Views from State Route 1 (a scenic highway) are protected, consistent with the North County Land Use Plan and MCC section 20.64.310. These findings are explained further in the Resolution (**Attachment A**) and within the in-line responses added to the appeal correspondence from Ms. Beety (**Attachment B**). The visual impact of the co-location on the rear lattice tower on parallel PG&E power lines was assessed by staff and the North County LUAC and found to be insignificant. Pursuant to MCC section 20.64.310.C, *Regulations for the Siting, Design and Construction of Wireless Communication Facilities*, County found that the project would comply with applicable FCC rules, regulations, and standards. County staff found the company name chosen for the Planning project name satisfactory, understanding that County has effective administrative and legal procedures in place to identify permit holders and signatories of indemnification agreements.

CONTENTION 3: The project is not categorically exempt because it is large (as measured by the emissions area) and will likely have significant human health effects and effects on wildlife.

RESPONSE 3: The appellant contends this project is not categorically exempt from CEQA because it is large (as measured by the emissions area), rather than small and meeting Class 3 exemption status. Ms. Beety further contends that the project falls within one of the exceptions from categorical exemptions set forth in CEQA Guideline section 15300.2 due to the project's potential impacts to the environment. As to the former contention, CEQA Guidelines section 15303, the Guideline upon which the County relies, expressly applies to small structures. There is no indication in that section that the purported size of a project's *emissions area* is relevant to the determination whether an exemption applies. The appellant has produced no evidence to rebut the County's conclusion that the project is a "small structure" within the meaning of CEQA Guidelines. As to the latter claim, the project will not have a significant effect on the environment. The RF report (**Attachment C**) was prepared to meet FCC standards and was signed by Michael McGuire, a certified electrical engineer. Pursuant to MCC section 20.64.310.C, *Regulations for the Siting, Design and Construction of Wireless Communication Facilities*, County found that the project would comply with applicable FCC rules, regulations, and standards. The project's RF report, which the County accepts as persuasive evidence, indicates that the proposed project would not have a significant impact on human health.

CONTENTION 4: The appellant contends that County exhibited bias against the appellant in the process of public review and decision on the project.

RESPONSE 4: To demonstrate prejudicial bias under applicable law, Ms. Beety would need to show either actual bias, based on clear evidence, or an unacceptable probability of actual bias on the part of the Zoning Administrator. (*Petrovich Development Co., LLC v. City of Sacramento* (2020) 48 Cal.App.5th 963, 973-974.) Ms. Beety has not provided substantial evidence on either point. Ms.

Beety has not produced the necessary “concrete facts” demonstrating a conflict of interest or personal bias of the Zoning Administrator with respect to either her or her condition. The Zoning Administrator provided Ms. Beety with a full and fair opportunity to appear at the hearing and present her arguments, both orally and in writing. County duly noticed all public hearings on this project. Further, the Zoning Administrator invited public comment in written and oral form. Those comments were presented to the decisionmaker. Indeed, Ms. Beety testified at the September 24 and October 29, 2020 hearings, and Ms. Beety’s September 23 and 30, 2020 emails were attached to the October 29 staff report as Exhibit H. Additionally, Staff responded to written comments in writing and as part of the staff presentation at the hearings. The Zoning Administrator indicated that he seriously considered the evidence presented, indicating that he “weighed heavily on this ADA issue” but, without substantiating evidence, he could not find any reason to deny the project.

Upon consideration of the documentary evidence, the staff report, the oral and written testimony, and all other evidence in the record, Staff recommends the Board find the Appellant’s contentions unsubstantiated and to approve the project as proposed.

CEQA

As a small facility with a 600-square foot enclosure of ground support equipment, the project qualifies for Class 3 exemption from CEQA (Section 15303 of the CEQA Guidelines). The project does not meet any exceptions from the Class 3 exemption listed under section 15300.2 of the Guidelines because it is not located on a hazardous waste site, near a scenic highway, is not likely to effect cultural resources and will not have a significant effect on the environment nor are there any other special circumstances.

OTHER AGENCY INVOLVEMENT:

Office of the County Counsel

FINANCING:

Staff time associated with this project is funded with revenue from fees that are estimated in the FY20-21 Adopted Budget for Planning.

BOARD OF SUPERVISORS’ STRATEGIC INITIATIVES:

This action represents effective and timely response to our HCD customers. Processing this appeal in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources. Development of existing towers available for co-location of wireless communication facilities generates revenue to the County through permit fees and property taxes.

- X Economic Development
- X Administration
- Health & Human Services
- Infrastructure
- Public Safety

Legistar File Number: RES 21-004

Prepared by: Mary Israel, Associate Planner, (831) 755-5183

Reviewed by: Brandon Swanson, HCD Planning Services Manager

^{DS}
BS

Approved by: Carl P. Holm, AICP, HCD Director

^{DS}
CPH

The following attachments are on file with the Clerk of the Board:

Attachment A - Resolution, Conditions of Approval, Plans, and Appeal Documents

Attachment B - Appeal letter with in-line responses

Attachment C - Radio Frequency Report

Attachment D - Photographic Simulations

Attachment E - Site Coverage Map

Attachment F - Vicinity Map

Attachment G -North County LUAC Minutes

cc: Front Counter Copy; North County Fire Protection District; HCD-Public Works;
HCD-Environmental Services; Environmental Health Bureau; Brandon Swanson, HCD Planning
Services Manager; Mary Israel, Project Planner; Tom Johnson, Agent; PG&E, Owner; Nina Beety,
Appellant; Michael Weaver, Tony Keppelman, Carol Kuzdenyi, Interested Parties; The Open
Monterey Project (Molly Erickson); LandWatch (Executive Director); Project File PLN200128.

Attachment A

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**Attachment A
DRAFT RESOLUTION**

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

In the matter of the application of:

PACIFIC GAS & ELECTRIC CO (AT&T MOBILITY) (PLN200128)

RESOLUTION NO. ----

Resolution by the Monterey County Board of Supervisors:

1. Denying the appeal of Nina Beety from the October 29, 2020 Zoning Administrator decision approving a Coastal Development Permit [Planning File No. PLN200128 – PG&E (AT&T Mobility)];
2. Finding the project is limited development consisting of co-location of wireless communication facility and ground-based support equipment which qualifies as a Class 3 Categorical Exemption per section 15303(a) of the CEQA Guidelines and none of the exceptions under section 15300.2 apply; and
3. Approving a Coastal Development Permit to allow the co-location construction of a 12-foot tower extension for new wireless communications facility on an existing 130.5-foot PG&E lattice tower, increasing the height to 142.5 feet, adding 12 antennas, 15 remote radio units, 3 surge suppressors, an equipment shelter, and a backup generator in a new fenced adjacent compound; subject to twelve (12) conditions of approval.

745 Dolan Road, Moss Landing, North County Land Use Plan (APN: 131-054-010-000)

The Pacific Gas & Electric Co (AT&T Mobility) application (PLN200128) came on for a public hearing before the Monterey County Board of Supervisors on January 12, 2021. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Monterey County Board of Supervisors finds and decides as follows:

FINDINGS

1. **FINDING:** **PROCESS** – The County has processed the subject Combined Development Permit application [Planning File No. PLN200128 –

Pacific Gas & Electric Co (AT&T Mobility)] (“Project”) in compliance with all applicable procedural requirements.

- EVIDENCE:**
- a) On June 1, 2020, pursuant to MCC section 20.80, Tom Johnson (applicant) filed an application for a Coastal Development Permit to allow the co-location construction of a 12-foot tower extension for new wireless communications facility on an existing 130.5-foot PG&E lattice tower, increasing the height to 142.5 feet, adding 12 antennas, 15 remote radio units, 3 surge suppressors, an equipment shelter, and a backup generator in a new fenced adjacent compound. The project is located at 745 Dolan Road, North County Land Use Plan area of the unincorporated area of the County. (Assessor’s Parcel Number: 131-054-010-000).
 - b) The project was initially set for a duly noticed public hearing at the Monterey County Zoning Administrator on September 24, 2020. The Zoning Administrator conducted the hearing and continued the hearing to October 8, 2020 to enable staff to provide responses his questions related to public comment received. Staff requested a continuance to October 29, 2020 to provide complete responses. Notice of the public hearing was published in the Monterey County Weekly on September 10, 2020; posted at and near the project site on September 15, 2020; and mailed to vicinity property owners and interested parties on September 8, 2020.
 - c) On October 29, 2020, the Monterey County Zoning Administrator conducted the public hearing, found the Project categorically exempt under CEQA, and approved a Coastal Development Permit for the Project (Monterey County Zoning Administrator Resolution No. 20-041).
 - d) Pursuant to MCC section 20.86.030, Nina Beety timely filed an appeal from the October 29, 2020 Zoning Administrator decision. See Finding No. 7 (Appeal) for a summary of the Appellant’s specific contentions and the County’s responses to them.
 - e) Pursuant to MCC section 20.86.030.C, an appeal shall be filed with the Clerk of the Board of Supervisors within 10 days after written notice of the decision of the Appropriate Authority has been mailed to the applicant. Zoning Administrator Resolution No. 20-041 was mailed to the applicant on October 30, 2020. The appeal was filed with the Clerk of the board of Supervisors on November 8, 2020, within the 10-day timeframe prescribed by Title 20. The appeal hearing is *de novo*. A complete copy of the appeal is on file with the Clerk of the Board, and is attached to the January 12, 2020 staff report to the Board of Supervisors with in-line responses as Attachment B.
 - f) Notice of the Board of Supervisors’ hearing on the appeal and Project was published on December 24, 2020, in the Monterey County Weekly; notices were mailed on or about December 23, 2020 to all property owners and occupants within 300 feet of the project site and emailed or mailed to persons who requested notice; and at least three notices were posted at and near the project site by January 2, 2021. The Board conducted the public hearing on January 12, 2020, at which time the applicant, appellant, and all interested persons had the opportunity to appear and be heard.

- g) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development can be found in Project File No. PLN200128; see also Clerk of the Board of Supervisors' file(s) related to the appeal.

2. **FINDING:** **CONSISTENCY** – The project, as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.

- EVIDENCE:**
- a) During review of this application, the project has been examined for consistency with the text, policies, and regulations in:
- 1982 Monterey County General Plan;
 - North County Land Use Plan;
 - Monterey County Zoning Ordinance (Title 20, Title 10)
- No conflicts were found to exist. No communications received during review of the project altered this conclusion.
- b) The property is located at 745 Dolan Road, Moss Landing (APN 131-054-010-000), North County Land Use Plan, Coastal Zone. The project is location in the section of the parcel zoned Rural Density Residential with a maximum gross density of five acres per unit, coastal zone [RDR/5(CZ)]; that is the dominant zoning of the parcel and a small corner of the parcel is zoned Resource Conservation (RC). Wireless communication facilities are a conditional use with a Coastal Development Permit in the RDR/5(CZ) zoning district. Therefore, the project is consistent with the zoning.
- c) The project would sit upon a flat area of the parcel that requires minimal grading. The project is not expected to result in any impacts to biological or archaeological resources. The location is associated with typical Burrowing Owl habitat type, so the project has a condition of approval to conduct Burrowing Owl surveys prior to construction.
- d) The subject site is on a legal lot shown as described in Bolsa Nueva y Moro Cojo Rancho R461 page 666 lying northly of Dolan Road and indicated as lot 10 on 1964 Assessors Map Vol. 131 page 5-04.
- e) The subject property of the existing lattice tower is in compliance with Monterey County Code (MCC) rules and regulations pertaining to zoning uses, subdivisions, and any other applicable provisions, and all zoning violation abatement costs, if any, have been paid.
- f) The project meets regulations for the siting, design, and construction of wireless communication facilities pursuant to MCC section 20.64.310. The development of the proposed co-located wireless communications facility will not significantly affect any designated public viewing area, scenic corridor, or any identified environmentally sensitive area or resources. The site is adequate for the proposed development of the co-located wireless communications facility, and the applicant has demonstrated that it is the most adequate for the provision of services as required by the Federal Communications Commission (FCC). MCC section 20.64.310(H)(b) encourages co-location of facilities and the North County Land Use Plan Visual Resources Policy 2.2 protects the integrity of visual resources. As the tower will be raised 12 feet with minor additions, staff has found that this new facility will not substantially alter the visual impact of the existing lattice tower, when

viewed from Dolan Road. Photographic simulations provided by the applicant illustrate that there is not a significant increase to the visually-perceived bulk or height of the existing tower. A twin set of overhead power lines on lattice towers run parallel to Dolan Road a quarter mile north and a quarter mile south of the proposed co-location. The proposed telecommunication facility will not create a hazard for aircraft in flight. The project does not penetrate a FAR Part 77 Imaginary Surface. The project site is located approximately 9.5 miles from Watsonville Municipal Airport, the nearest public use airport. If deemed necessary by the FCC, warning lights would be located on top of the structure to prevent conflict with any aircraft when visibility is limited. The proposed co-located wireless communication facility complies with all applicable requirements of MCC section 20.64.310.

- g) The proposed project is not exempt from adhering to the MCC for siting and design because it does not meet the wireless communication facility types listed in MCC section 20.64.310.D.
- h) The location, size, design, and operating characteristics of the proposed facility will not create unusual noise or other conditions that may be objectionable, detrimental or incompatible with the surrounding land uses. The proposed equipment associated with the telecommunication structure operates with only occasional noise, when the electricity of the tower connection and the AT&T Mobility batteries no longer support the system, at maximum 66 decibels at a distance of 29 feet from the FD030 onsite backup generator. The noise would also be buffered by the equipment shelter. The 1982 Monterey County General Plan classifies this level of noise as level II, conditionally acceptable, for low density residential areas. The conditions are that the generator will come on only when the primary source of power for the project, the power cables, are out of service and the secondary source of power, battery packs, are also drained of electricity. The very occasional noise is conditionally acceptable. Furthermore, MCC section 10.60.040 prohibits noise that is “plainly audible” at night, specified as noise at a level of 45 decibels or greater measured from 50 feet away. The project conditions of the generator use are considered reasonable by County staff, and the project will comply with the noise ordinance.
- i) The Zoning Administrator was the Appropriate Authority to decide on new wireless communications facilities proposed on existing structures as it is interpreted that the proposed wireless facility will change the existing use of the PG&E transmission tower pursuant to MCC section 20.64.310.I.
- j) The project was referred to the North County Land Use Advisory Committee (LUAC) for review. The LUAC, at a duly-noticed public meeting on September 16, 2020, voted unanimously (6 to 0, with 2 absent) to support the project as proposed.
- k) The application, project plans, and related support materials submitted by the project applicant to Monterey County Planning for the proposed development can be found in Project File PLN200128.

3. **FINDING:** **SITE SUITABILITY** – The site is physically suitable for the use proposed.

- EVIDENCE:**
- a) The project has been reviewed for site suitability by the following departments and agencies: Planning, North County Fire Protection District, HCD-Public Works, HCD-Environmental Services, and the Environmental Health Bureau. There has been no indication from these departments/agencies that the site is not suitable for the proposed development. Conditions recommended have been incorporated.
 - b) Staff identified no potential impacts to Historical sites, Archaeological Resources, Soil/Slope Stability, Biological Resources, or environmental constraints that would make the site unsuitable for the proposed wireless communication facility.
 - c) The application, project plans, and related support materials submitted by the project applicant to the Monterey County Planning Department for the proposed development can be found in Project File PLN200128.

4. **FINDING:** **HEALTH AND SAFETY** - The establishment, maintenance, or operation of the project applied for will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the County.

- EVIDENCE:**
- a) The project was reviewed by Planning, North County Fire Protection District, HCD-Public Works, HCD-Environmental Services, and the Environmental Health Bureau. The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
 - b) Necessary public facilities are available. There is an existing dirt access road to the site that is proposed to have a twelve-foot wide non-exclusive access easement. The existing power pole will provide electricity. As an unmanned wireless communication facility, the proposed project will not require the use of water or sewer.
 - c) A Radio Frequency (RF) engineering analysis was prepared for the project (“RF report”). The RF report finds that the facility will comply with prevailing Federal Communications Commission (FCC) standards for limiting human exposure to RF energy.
 - d) The Federal Telecommunications Act (TCA) preempts the County’s authority to regulate the placement of a wireless facility based upon impacts of RF emissions. The TCA provides: “no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of RF emissions to the extent that such facilities comply with the Commission’s regulations concerning such emissions.” (47 U.S.C § 332(c) (7)(B)(iv).)
 - e) During the public notice period for the September 24th Zoning Administrator hearing, four members of the public shared concern for the health of persons with electromagnetic sensitivity passing by the wireless communications facility. The emails all forwarded the same letter written by Ms. Nina Beety, on or about September 23, 2020. Ms. Beety also wrote an email to the Zoning Administrator, dated September

30, 2020. Ms. Beety requested that the project be denied based on her sensitivity to electromagnetic emissions and belief that the RF emissions generated by the project would impact her freedom of movement. Therefore, the comment letter argued, the project would violate the ADA. County replied that it is preempted by federal law from regulating the placement, construction, and/or modification of wireless service facilities based upon RF emissions, so long as facility land use applications demonstrate that they shall comply with the FCC's regulations concerning such emissions (47 U.S.C. § 332(iv)). In response to the argument that the project would cause limited access to the adjacent roadway, County replied that the project is not in County right-of-way, but is on a parcel owned by PG&E. In reviewing land use permit applications, the County's ADA compliance review relates to parking and physical access as prescribed for commercial and public facilities. The ADA is not implicated by local land use decisions regarding the environmental effects of RF emissions (see finding 7, evidence a). Additionally, staff concluded that Ms. Beety's communications did not provide substantial evidence sufficient to justify denial of the project. In her second communication (dated September 30, 2020), Ms. Beety contended that emissions from the proposed project would be greater than the RF report modeled based upon Ms. Beety's own roadside measures of similar facilities. Per the RF report, staff explained that worst-case predictive models were run by the analysts who prepared the report. Those models predicted that the site would have no areas at ground/street level that would exceed either the FCC's occupational or public exposure limits. Additionally, beyond confirming compliance with FCC RF emission regulations, County lacks authority to deny the project based upon purported health concerns stemming from RF emissions. Further, Ms. Beety included several other purportedly applicable sources of primary law sections of public codes in these correspondences (e.g., the California Public Utilities Code, ADA, and other sections of the TCA). Staff did not address these authorities because it concluded that TCA preemption controlled. (See 47 U.S.C. § 332(c) (7)(B)(iv).) Ms. Beety also submitted an National Institute of Building Sciences (NIBS) report to the Zoning Administrator. The NIBS report recommends that certain areas in buildings be designated free from cellular phones, two-way radios, and wireless equipment. However, the NIBS report did not address the installation of wireless communication facilities, so it is not pertinent. Prior to the October 29, 2020 Zoning Administrator hearing of this project, Ms. Beety subsequently sent another email on October 28th, reiterating her ADA concerns and related arguments and seeking the County Health Officer's input on the project, which was not included in the staff report. The email also questioned the naming of the project applicant, and the particulars of indemnification agreements (addressed in Finding 7, evidence b). County responded to these health questions during the hearing, including through testimony from the County Health Office's Planning, Evaluation and Policy Manager, Krista Hanni. County explained that it is bound by the TCA and its express preemption of the regulation of personal wireless services facilities

based on the environmental effects of radio frequency emissions. County further explained that the ADA did not alter this result. County noted that the indemnification agreement to be signed by AT&T Mobility would be reviewed by County Counsel to ensure legality in name and form. County Health Planning, Evaluation and Policy Manager Krista Hanni gave testimony that her literature review of this issue brought up two reports, one systematic review in 2011 and another specific paper in 2019, neither of which show a connection between wireless communication facilities on towers and electromagnetic sensitivities.

- f) The RF report recognizes that some effects from the AT&T antennae could be experienced by workers when working at the same level as the antennae (81 to 84 feet up the tower) at a distance within 20 feet. For that, the report recommends the applicant comply with FCC regulation by installing a yellow caution (2) sign be posted at the base of the transmission tower near the climbing ladder. At ground/street level, the RF report modeled the maximum power density generated by the antennas to be approximately 0.2 percent of the FCC's public limit. The limit is for continuous exposure, not for short windows of time as would be experienced by a walker or driver on the adjacent roadway.
- g) The application, project plans, and related support materials submitted by the project applicant to the Monterey County Planning for the proposed development found in Project File PLN200128.
- h) Testimony concerning health and safety was received during the Zoning Administrator Meeting on September 24 and October 29, 2020.

5. **FINDING:** **NO VIOLATIONS** - The subject property complies with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.

- EVIDENCE:**
- a) Staff reviewed Monterey County Planning and Building Services Department records and is not aware of any violations existing on subject property.
 - b) There are no known violations on the subject parcel.

6. **FINDING:** **PUBLIC ACCESS** – The project is in conformance with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with Section 30200 of the Public Resources Code) and applicable Local Coastal Program, and does not interfere with any form of historic public use or trust rights.

- EVIDENCE:**
- a) No access is required as part of the project as no substantial adverse impact on access, either individually or cumulatively, as described in Section 20.144.150 of the Monterey County Coastal Implementation Plan can be demonstrated.
 - b) The subject property is not described as an area where the applicable Local Coastal Program requires public access (Figures 4 and 6, Public Access, in the North County Land Use Plan).
 - c) No evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over this property.

- d) Staff conducted a site inspection on July 24, 2020, to verify that the proposed project would not impact public access.
- e) The Carmel Area Land Use Plan Policy 6.4.G.1 and 2 protects public visual access and requires that structures and landscaping shall be sited and designed to retain public views of the shoreline. The subject property is located east of Highway 1 and does not obstruct public views of the shoreline from the Highway 1, therefore installation of the wireless communications facility will not obstruct public visual access.

7. **FINDING:** **CEQA (Exempt)** – The project is categorically exempt from environmental review, and no unusual circumstances were identified. California Environmental Quality Act (CEQA) Guidelines section 15303 categorically exempts the construction and location of new small facilities or structures.

- EVIDENCE:**
- a) This project co-location construction of a 12-foot tower extension for new wireless communications facility on an existing 130.5-foot PG&E lattice tower, increasing the height to 142.5 feet, adding 12 antennas, 15 remote radio units, 3 surge suppressors, an equipment shelter. The ground-level equipment shelter and other support equipment will be located in a fenced area of 600 square feet. Because the wireless facility is considered a small facility and the support structures are also small, they qualify for a categorical exemption as described in section 15303 of the CEQA Guidelines.
 - b) No adverse environmental effects were identified during staff review of the development application. None of the exceptions under CEQA Guidelines section 15300.2 apply. The project is not located on a hazardous waste site, near a scenic highway or historical resource. The incremental effect of this project is not “cumulatively considerable” as defined in section 15065(a)(3) of the CEQA Guidelines. This project, given its minimal impacts, will not contribute a significant incremental effect in connection with the effects of other past, current or probable future projects.
 - c) The application, project plans, and related support materials submitted by the project applicant to Monterey County Planning for the proposed development found in Project File PLN200128.

8. **FINDING:** **APPEAL** - Pursuant to MCC section 20.86.030, the Appellant, Ms. Beety, timely appealed the October 29, 2020 decision of the Zoning Administrator’s approval of the project. The appeal challenged the Zoning Administrator’s categorical exemption and approval of the project. A summary of each of Appellant’s contentions and the County’s responses to those contentions are set forth in Evidences a, b, c, and d below. The Board’s hearing on the appeal is de novo. Where the phrase “substantial evidence” is used, it denotes relevant information and reasonable inferences stemming from such information and based upon facts. Argument, speculation, and unsubstantiated opinion are not substantial evidence. Further, as the relevant question is the project’s potential impacts, evidence not tied to the specific project and/or area in question (Moss Landing) is not of limited relevance and hence, is not considered substantial evidence. Upon consideration of the documentary

evidence, the staff report, the oral and written testimony, and all other evidence in the record, the Board make the following findings with respect to the Appellant's contentions, summarized as follows:

EVIDENCE: a) *Contention No. 1: This project should be denied because it blocks access under ADA for a person who contends that they are disabled due to electromagnetic emission sensitivity.*

Response No. 1: The Federal Telecommunications Act (TCA) specifically provides: "no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." (47 U.S.C. § 332 (c)(7)(B)(iv).) The TCA does not include any exemption from this edict, either for the ADA or any other state or federal law. Further, assuming for sake of argument that Ms. Beety had presented substantial evidence that the facilities at issue directly impacted her, the ADA does not authorize the County to regulate a private activity that arguably has a greater impact on persons with disabilities. The transmission of wireless signals is private activity. The ADA does not apply to private activity regulated by the County under its zoning laws. Additionally, the TCA was enacted after the ADA. Had the federal Congress wished to, it could have excepted RF emissions from this section, but it did not. Finally, Ms. Beety is not without a remedy. The TCA merely prohibits state and local governments from regulating in this area; it gives plenary regulatory authority to the FCC. Consequently, the FCC is the appropriate body to address Ms. Beety's concerns. Monterey County Code section 20.64.210, "Regulations for the Siting, Design, and Construction of Wireless Communication Facilities," adheres to TCA limits (for more on the County Code's application to and the review of this project, see Evidence b). Moreover, even if the TCA did not prohibit the County from regulating in this area, Ms. Beety has not produced substantial evidence of either legal thresholds applicable for electromagnetic frequency emissions (EME) for sensitive groups or that the specific wireless communication facilities at issue should be regulated for distance accommodate for people with RF (aka EME) sensitivities. Substantial evidence of both points is, at a minimum, necessary to meet Ms. Beety's burden on appeal.

b) *Contention No. 2: The project should not be approved because the documentation of the application is flawed, and the findings of the Resolution are not supported correctly.*

Response No. 2: County's review and recommendation for approval of the project stems from careful review of the site plan, elevations, photo simulations, RF report, and analyses of such in relation to the zoning district, Zoning Code, Noise Ordinance, and the North County Land Use Plan. As to the zoning district in general, the development is allowed with a Coastal Development Permit. Further, the project conforms to each requirement of the relevant section of the Monterey County Code, i.e. sections 20.16.050 and .060 (Finding 2, evidence a, b and c) and section 20.64.310 (Finding 2, evidence c, f, g, and i.) As to the North

County Land Use Plan, the project meets its Visual Resources Policies (Finding 2, evidence f); no other Coastal policies relate to the project's location or design. The project is consistent with the County noise ordinance and the 1982 General Plan (Finding 2, evidence h). Views from State Route 1 (a scenic highway) are protected, consistent with the North County Land Use Plan and MCC section 20.64.310 (Finding 2, evidence f). The visual impact of the co-location on the rear steel lattice tower on parallel PG&E power lines was assessed by staff and the North County LUAC and found to be insignificant. County staff found the company name chosen for the Planning project name satisfactory, understanding that County has effective administrative and legal procedures in place to identify permit holders and signatories of indemnification agreements. (See Finding 2 Consistency for specific code sections and consistency.)

- c) **Contention No. 3:** *The project is not categorically exempt because it is large (as measured by the emissions area) and will likely have significant human health effects and effects on wildlife.*

Response No. 3: The appellant contends this project is not categorically exempt from CEQA because it is large (as measured by the emissions area), rather than small and meeting Class 3 exemption status. Ms. Beety further contends that the project does not fall within one of the exceptions from categorical exemptions set forth in CEQA Guideline section 15300.2 due to the project's potential impacts to the environment. As to the former contention, CEQA Guidelines section 15303, the Guideline upon which the County relies, expressly applies to small *structures*. There is no indication in that section that the purported size of a project's *emissions area* is relevant to the determination whether an exemption applies. Ms. Beety has produced no evidence to rebut the County's conclusion that the project is a "small structure" within the meaning of CEQA Guidelines. As to the latter claim, the project will not have a significant effect on the environment. The RF report that was prepared meets FCC standards and was signed by Michael McGuire, a certified electrical engineer. Pursuant to MCC section 20.64.310.C, *Regulations for the Siting, Design and Construction of Wireless Communication Facilities*, County found that the project would comply with applicable FCC rules, regulations, and standards. The project's RF report, which the County accepts as persuasive evidence, indicates that the proposed project would not have a significant impact on human health. The project is consistent with all County zoning regulations, as discussed in more detail in Finding 2, evidences b, c, e, f, g, h, and i. The incremental effect of this project is not "cumulatively considerable" as defined in section 15065(a)(3) of the CEQA Guidelines, there are no historical resources and no hazardous waste sites involved. There is no reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.

- d) **Contention No. 4:** *The appellant contends that County exhibited bias against the appellant in the process of public review and decision on the project.*

Response No. 4: To demonstrate prejudicial bias under applicable law, Ms. Beety would need to show either actual bias, based on clear evidence, or an unacceptable probability of actual bias on the part of the Zoning Administrator. (*Petrovich Development Co., LLC v, City of Sacramento* (2020) 48 Cal.App.5th 963, 973-974.) Ms. Beety has not provided substantial evidence on either point. Ms. Beety has not produced the necessary “concrete facts” demonstrating a conflict of interest or personal bias of the Zoning Administrator with respect to either her or her condition. Similarly, Ms. Beety has not shown that this situation resulted in an intolerable probability of actual bias on the part of the Zoning Administrator. Moreover, the Zoning Administrator provided Ms. Beety with a full and fair opportunity to appear at the hearing and present her arguments, both orally and in writing. County noticed all public hearings on this project. Further, the Zoning Administrator invited public comment in written and oral form. Those comments were presented to the decisionmaker. Indeed, Ms. Beety testified at the September 24th and October 29th, 2020 hearings and Ms. Beety’s September 23 and 30, 2020 emails were attached to the October 29 staff report as Exhibit H. Additionally, Staff responded to written comments in writing and as part of the staff presentation at the hearings. The Zoning Administrator indicated that he seriously considered the evidence presented, indicating that he “weighed heavily on this ADA issue” but, without substantiating evidence, he could not find any reason to deny the project.

9. **FINDING:** **APPEALABILITY** – The decision on this project may be appealed to the California Coastal Commission.
Coastal Commission. Pursuant to Section 20.86.080.A of the Monterey County Zoning Ordinance (Title 20), the project is subject to appeal by/to the California Coastal Commission because it is a project involving development that is permitted in the underlying zone as a conditional use. The project site is not located between the sea and the first through public road paralleling the sea (Highway 1), located within 300 feet of the inland extent of any beach or of the mean high tide line of the sea, or located on tidelands, submerged lands, public trust lands, within 100 feet of any wetland, estuary, stream or within 300 feet of the top of the seaward face of any coastal bluff.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Board of Supervisors of the County of Monterey does hereby:

1. Deny the appeal of Nina Beety from the October 29, 2020 Zoning Administrator decision approving a Coastal Development Permit [HCD Planning File No. PLN200128 – Pacific Gas & Electric Co (AT&T Mobility)];
2. Find that the project is limited development consisting of co-location of wireless communication facility and ground-based support equipment which qualifies as a Class 3

Categorical Exemption per Section 15303 (a) of the CEQA Guidelines and none of the exceptions under Section 15300.2 apply; and

3. Approve a Coastal Development Permit to allow the co-location construction of a 12-foot tower extension for new wireless communications facility on an existing 130.5-foot PG&E lattice tower, increasing the height to 142.5 feet, adding 12 antennas, 15 remote radio units, 3 surge suppressors, an equipment shelter, and a backup generator in a new fenced adjacent compound; in general conformance with the attached plans and subject to twelve (12) conditions of approval, both being attached hereto and incorporated herein by reference.

PASSED AND ADOPTED upon the motion of Supervisor _____, seconded by _____, and carried this 12th day of January, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book _____ for the meeting on January 12, 2020.

Date:

File Number:

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

By _____
Deputy

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from Monterey County Planning and HCD-Building Services Department office in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

Form Rev. 5-14-2014

Monterey County RMA Planning

DRAFT Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN200128

1. PD001 - SPECIFIC USES ONLY

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: This Coastal Development permit (PLN200128) allows co-location construction of a of a 12-foot tower extension for new wireless communications facility on an existing 130.5-foot PG&E lattice tower, increasing the height to 142.5 feet, adding 12 antennas, 15 remote radio units, 3 surge suppressors, an equipment shelter, and a backup generator in a new fenced adjacent compound. The property is located at 745 Dolan Road (Assessor's Parcel Number 131-054-010-000), North County Land Use Plan. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the HCD Chief of Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an on-going basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: RMA-Planning

Condition/Mitigation The applicant shall record a Permit Approval Notice. This notice shall state:

Monitoring Measure: "A Coastal Development Permit (Resolution Number _____) was approved by the Board of Supervisors for Assessor's Parcel Number 131-054-010-000 on January 12, 2021. The permit was granted subject to twelve (12) conditions of approval which run with the land. A copy of the permit is on file with Monterey County HCD - Planning."

Proof of recordation of this notice shall be furnished to the HCD Chief of Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (HCD - Planning)

Compliance or Prior to the issuance of grading and building permits, certificates of compliance, or
Monitoring commencement of use, whichever occurs first and as applicable, the Owner/Applicant
Action to be Performed: shall provide proof of recordation of this notice to the RMA - Planning.

3. PD003(A) - CULTURAL RESOURCES NEGATIVE ARCHAEOLOGICAL REPORT

Responsible Department: RMA-Planning

Condition/Mitigation If, during the course of construction, cultural, archaeological, historical or
Monitoring Measure: paleontological resources are uncovered at the site (surface or subsurface resources)
work shall be halted immediately within 50 meters (165 feet) of the find until a qualified
professional archaeologist can evaluate it. Monterey County HCD - Planning and a
qualified archaeologist (i.e., an archaeologist registered with the Register of
Professional Archaeologists) shall be immediately contacted by the responsible
individual present on-site. When contacted, the project planner and the archaeologist
shall immediately visit the site to determine the extent of the resources and to develop
proper mitigation measures required for recovery.
(HCD - Planning)

Compliance or The Owner/Applicant shall adhere to this condition on an on-going basis.
Monitoring

Action to be Performed: Prior to the issuance of grading or building permits and/or prior to the recordation of
the final/parcel map, whichever occurs first, the Owner/Applicant shall include
requirements of this condition as a note on all grading and building plans. The note
shall state "Stop work within 50 meters (165 feet) of uncovered resource and contact
Monterey County HCD - Planning and a qualified archaeologist immediately if cultural,
archaeological, historical or paleontological resources are uncovered."

When contacted, the project planner and the archaeologist shall immediately visit the
site to determine the extent of the resources and to develop proper mitigation
measures required for the discovery.

4. EHSP01 - HAZARDOUS MATERIALS BUSINESS PLAN (Non-Standard)

Responsible Department: Health Department

Condition/Mitigation Monitoring Measure: The facility is anticipated to store hazardous materials in excess of threshold quantities that require registration with the California Environmental Protection Agency's California Environmental Reporting System (CERS) and an up-to-date Hazardous Materials Business Plan that meets the standards found in the California Code of Regulations, Title 19, Division 2, Chapter 4 (Hazardous Material Release Reporting, Inventory, and Response Plans) and the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Material Release Response Plans and Inventory), and the Monterey County Code Chapter 10.65.

Compliance or Monitoring Action to be Performed: Prior to issuance of construction permit, the owner/applicant shall submit a completed Business Plan – Memorandum of Understanding (form available from EHB) that specifies the facility will be registered with CERS and that a Hazardous Materials Business Plan must be on file prior to bringing hazardous materials on site and/or commencement of operations.

5. PD025 - ANTENNA TOWER HEIGHT

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The tower shall not exceed 142.5 feet in height. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, the applicant shall submit 3 copies of an elevation plan which shall indicate the maximum height of the tower to HCD - Planning for review and approval.

Prior to final building inspection, the Owner/Applicant shall coordinate with HCD - Planning staff to inspect the project site after construction to ensure compliance with condition.

6. PD039(B) - WIRELESS REDUCE VISUAL IMPACTS

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant shall agree in writing that if future technological advances allow for reducing the visual impacts of the telecommunication facility, the applicant shall make modifications to the facility accordingly to reduce the visual impact as part of the facility's normal replacement schedule. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading or building permits, the Owner/Applicant shall submit, in writing, a declaration agreeing to comply with the terms of this condition HCD - Planning for review and approval.

7. PD039(C) - WIRELESS CO-LOCATION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant and/or successors assigns shall encourage co-location by other wireless carriers on this tower assuming appropriate permits are approved for co-location. Any expansion or additions of microwave dishes, antennas and/or similar appurtenances located on the lattice tower, which are not approved pursuant to this permit, are not allowed unless the appropriate authority approves additional permits or waivers. In any case, the overall height of the pole shall not exceed the specified height. (HCD - Planning)

Compliance or Monitoring Action to be Performed: On an on-going basis, the Owner/Applicant shall encourage co-location by other wireless carriers on this tower assuming appropriate permits are approved for co-location. The overall height of the pole shall not exceed 142.5 feet.

8. PD039(D) - WIRELESS REMOVAL

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: If the applicant abandons the facility or terminates the use, the applicant shall remove the structure, panel antennas, and equipment shelter. Upon such termination or abandonment, the applicant shall enter into a site restoration agreement subject to the approval of the HCD Chief of Planning and County Counsel. The site shall be restored to its natural state within six (6) months of the termination of use or abandonment of the site. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to abandoning the facility or terminating the use, the Owner/Applicant shall submit a site restoration agreement to HCD - Planning subject to the approval of the HCD Chief of Planning and County Counsel.

Within 6 months of termination of use or abandonment of the site, the Owner Applicant shall restore the site to its natural state.

9. PD039(E) - WIRELESS EMISSION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The facility must comply with Federal Communications Commission (FCC) emission standards. If the facility is in violation of FCC emission standards, the HCD Chief of Planning shall set a public hearing before the Appropriate Authority whereupon the appropriate authority may, upon a finding based on substantial evidence that the facility is in violation of the then existing FCC emission standards, revoke the permit or modify the conditions of the permit. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to commencement of use, the Owner/Applicant shall submit documentation demonstrating compliance with the FCC emission standards to the HCD Chief of Planning for review and approval.

If the facility is in violation of FCC emission standards, the HCD Chief of Planning shall set a public hearing before the Appropriate Authority to consider revocation or modification of the permit.

10. PD006(A) - CONDITION COMPLIANCE FEE

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The Owner/Applicant shall pay the Condition Compliance fee, as set forth in the fee schedule adopted by the Board of Supervisors, for the staff time required to satisfy conditions of approval. The fee in effect at the time of payment shall be paid prior to clearing any conditions of approval.

Compliance or Monitoring Action to be Performed: Prior to clearance of conditions, the Owner/Applicant shall pay the Condition Compliance fee, as set forth in the fee schedule adopted by the Board of Supervisors.

11. PDSP001 -- BURROWING OWL SURVEY (NON-STANDARD)

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Surveys for burrowing owls shall be conducted prior to ground disturbance or construction. Results of the surveys will indicate if burrowing owls are present on the project site. A report by a County-listed Biologist shall be submitted to indicate presence or absence and any recommendations to avoid harm to burrowing owls. If the Report indicates presence, the applicant/owner shall not begin work until potential impacts to burrowing owls can be avoided or until an incidental take permit is obtained pursuant to the California Endangered Species Act (CESA). Prior to construction, the applicant/owner shall provide to the HCD-Planning Department for review and approval a report prepared by a biologist addressing burrowing owl habitat. (HCD-Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading or building permits, the applicant/owner shall submit a copy of the survey report done by the County-listed qualified biologist to the HCD-Planning Department for review and approval.

Ground disturbance shall not proceed until the HCD-Planning Department reviews and approves the evidence.

In the case that burrowing owls are present on the project site as demonstrated by the biologist report, the applicant/owner shall comply with CESA in regard to potential impacts to the burrowing owl. The applicant/owner shall provide to the HCD-Planning Department evidence that CDFW has been consulted regarding potential impacts from the project.

12. PDSP002 – WIRELESS COMMUNICATION FACILITIES LESSEE INDEMNIFICATION AGREEMENT

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant agrees as a condition and in consideration of the approval of the permit to enter, and/or cause the Lessee of the wireless site allowed by this permit ("Lessee") to enter into an indemnification agreement with the County whereby the applicant and/or Lessee agrees to defend, indemnify, and hold harmless the County, its officers, agents and employees from actions or claims of any description brought on account of any injury or damages sustained by any person or property resulting from the issuance of the permit and conduct of the activities authorized under said permit. Applicant shall obtain the permission of the owner on which the wireless communication facility is located to allow the recordation of said indemnification agreement, and the applicant and/or Lessee shall cause said indemnification agreement to be recorded by the County Recorder as a prerequisite to the issuance of the building and/or grading permit. The County shall promptly notify the applicant and/or Lessee of any such claim, action, or proceeding and the County shall cooperate fully in the defense thereof. The County may, at its sole discretion, participate in the defense of such action, but such participation shall not relieve applicant of its obligations under this condition. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading or building permits, the Owner/Applicant and/or the Lessee shall submit the signed and notarized Indemnification Agreement to the Chief of Planning for review and signature by the County.

Prior to the issuance of grading or construction permits, the Owner/Applicant and/or the Lessee shall submit proof of recordation of the Indemnification Agreement, as outlined, to HCD-Planning.



NOTICE OF APPEAL

Monterey County Code
Title 19 (Subdivisions)
Title 20 (Zoning)
Title 21 (Zoning)

RECEIVED
MONTEREY COUNTY

2020 NOV -9 PM 3:45

CLERK OF THE BOARD

[Signature]
DEPUTY

No appeal will be accepted until a written decision is given. If you wish to file an appeal, you must do so on or before 11-9-20 (10 days after written notice of the decision has been mailed to the applicant). Date of decision 10-29-20, mailed 10/30/20.

1. Please give the following information:
 - a) Your name Nina Beety
 - b) Phone Number 831-655-9902
 - c) Address 277 Mar Vista Dr. City Monterey Zip 93940
 - d) Appellant's name (if different) _____

2. Indicate the appellant's interest in the decision by checking the appropriate box:
 - Applicant
 - Neighbor
 - Other (please state) County resident, project is access barrier per ADA/ADAA and FHAA

3. If you are not the applicant, please give the applicant's name:
PG&E (AT&T Mobility)

4. Indicate the file number of the application that is the subject of the appeal and the decision making body.

	File Number	Type of Application	Area
a) Planning Commission:	_____	_____	_____
b) Zoning Administrator:	<u>PLN200128</u>	<u>Coastal Dev. Permit, North County Land Use Plan</u>	_____
c) Subdivision Committee:	_____	_____	_____
d) Administrative Permit:	_____	_____	_____

5. What is the nature of the appeal?

a) Is the appellant appealing the approval or the denial of an application? (Check appropriate box)

b) If the appellant is appealing one or more conditions of approval, list the condition number and state the condition(s) being appealed. (Attach extra sheets if necessary).

6. Check the appropriate box(es) to indicate which of the following reasons form the basis for the appeal:

- There was a lack of fair or impartial hearing; or
- The findings or decision or conditions are not supported by the evidence; or
- The decision was contrary to law.

You must next give a brief and specific statement in support of each of the bases for appeal that you have checked above. The Board of Supervisors will *not* accept an application for appeal that is stated in generalities, legal or otherwise. If the appellant is appealing specific conditions, you must list the number of each condition and the basis for the appeal. (Attach extra sheets if necessary).

Testimony and evidence was mischaracterized or redacted. Ignored my disabled accommodation request.
Violated & challenged ADA/ADAA, CA CIV 54,1 & CA PUC 7901. Incorrect applicant name. Errors in application docs.
& RF report. Project inconsistent with PUC 7901, other state & federal laws. Laws ignored include TCA 332(c)(7)(a,b).
Interferes with public's right-of-way & is an access barrier for me. See attached letter.

7. As part of the application approval or denial process, findings were made by the decision making body (Planning Commission, Zoning Administrator, Subdivision Committee or Director of Planning). In order to file a valid appeal, you must give specific reasons why the appellant disagrees with the findings made. (Attach extra sheets if necessary).

See attached letter

8. You are required to submit stamped addressed envelopes for use in notifying interested persons that a public hearing has been set for the appeal. The Resource Management Agency – Planning will provide you with a mailing list.

9. Your appeal is accepted when the Clerk of the Board's Office accepts the appeal as complete on its face, receives the filing fee (Refer to the most current adopted Monterey County Land Use Fees document posted on the RMA Planning website at http://www.co.monterey.ca.us/planning/fees/fee_plan.htm) and stamped addressed envelopes.

APPELLANT SIGNATURE *Nne Beatty* DATE 11/9/20
 RECEIVED
 ACCEPTED *[Signature]* DATE 11/9/2020
 (Clerk to the Board)

November 9, 2020

Appeal to the Monterey County Board of Supervisors
PG&E (AT&T Mobility) - PLN200128; Zoning Administrator Resolution No. 20-041

Appeal grounds:

- There was a lack of fair and impartial hearing
- The findings and decision are not supported by the evidence
- The decision was contrary to law.
Specifically,
 - The project, county findings, and due process do not comply with ADA/ADAA
 - The findings of approval have substantial errors.
 - Evidence in the record was mischaracterized, and legal duties were evaded.
 - The project application documents themselves have substantial errors/ inaccuracies and omissions.
 - The findings were based on mischaracterizations and omissions of the record.
 - This facility is a large physical structure, is an element of a county-wide project, uses a new pattern of EMF emissions, and is a new network system that will substantially change the human environment. It therefore must undergo CEQA environmental review and doesn't fall under any exempt class.

I ask the Board of Supervisors to grant my appeal, overturn the Zoning Administrator approval, and deny this project. I ask for disabled accommodation.

ADA/ADAA AND DISABLED ACCESS

I am disabled by electromagnetic sensitivity. This facility would create a barrier blocking my access to the public's rights-of-way, to my health professionals, and to the ocean. Due to the new signal characteristics for this facility and any proposed future additions, it would have unknown worsening effects to my medical condition, blocking my ability to use the roads in the vicinity.

This would also forever block any possibility of access to low income housing which I am qualified for and interested in obtaining, in violation of FHA/FHAA.

This was no fair or impartial hearing. County staff falsified my statements in the record and mischaracterized them in their responses. References to ADA/ADAA, disability, discrimination, and disabled accommodation were redacted by the Zoning Administrator and staff.

Planner Mary Israel wrote me right before the October 29 hearing: "Monterey County takes all comments seriously and we have discussed the applicability of the American's with Disabilities Act (ADA) as it relates to the proposed wireless communications tower.

As discussed in the staff report, the County is precluded from regulating wireless facilities on the basis of radio frequencies...”

By taking this position, the county is violating and challenging the Americans with Disabilities Act/ADA Amendments Act and state equivalent laws as well as California Civil Code 54.1 and Public Utilities Code 7901, and federal telecommunications rules which I provided to county counsel including Section 414 which specifically states that “nothing in this chapter contained shall in any way abridge or alter the remedies now existing at common law or by statute, but the provisions of this chapter are in addition to such remedies.” The county is also frustrating the goals of these laws.

No consideration was given to the least intrusive means standard that would not interfere with my access, such as signal boosters for those who want improved service, People don't typically connect to cell towers while home, using their Wi-Fi network instead for phones and wireless devices. Applicant's statement of projected needs is simply a marketing statement. The Telecommunications Act doesn't guarantee applicants' business plans.

No information was reported that the surrounding neighborhoods were canvassed or provided due process notification in case people disabled by electromagnetic sensitivity or other EMF-sensitive medical conditions including cancer, medical implants, metal implants, or nerve damage live, work, or travel in the vicinity per the FHA and the Fair Housing Amendments Act. I gave you notice in 2017 that people in the county are disabled by EMS, and the county agreed with me that inclusionary policies should be adopted. Additionally, the county is discriminating against disabled people in its land use policies affecting private property, by providing 1500' notification for healthy landowners in some areas of the county but only 300' for others.

FINDINGS IN ERROR:

Finding #1 Project Description: Application is incomplete and incorrect

A) Incorrect name for applicant – the wireless carrier

At least five different names are given in application materials and county documents for the applicant. I raised the issue of the correct name to the Zoning Administrator.

- Project plans give the applicant name as AT&T mobility corp (sic) and AT&T Mobility. There are no such companies registered with the Secretary of State to do business in California.
- The site coverage map has the name AT&T. There are 16 registered corporate names and 20 registered LP/LLCs that have AT&T and/or AT&T Mobility in the name.
- The project RF report has the name AT&T Mobility, LLC. AT&T Mobility LLC without a comma is registered with the state of California.
- The application project description by the contractor uses the name New

Cingular Wireless PCS, LLC, d/b/a AT&T Mobility (“AT&T”). This New Cingular name without the DBA is registered with the state of California.

- In a 10-29 letter to me, the county planner used AT&T Mobility (New Cingular).
- The signed resolution by the Zoning Administrator uses AT&T Mobility.

Which is the correct name of the applicant that is registered to do business in California with the Secretary of State? There can be no legal application by entity AT&T Mobility.

Which company would provide the wireless services to customers from this site, pay the bills, and defend the county in any court proceedings? What is a limited liability company?

The Zoning Administrator did not address this confusion over the wireless carrier.

Does the county regularly check names on applications to make sure they are registered to do business in the state of California and are not shell corporations, and also that applications, representations, and indemnification agreements are signed by the correct parties with legal responsibility? I included additional questions in my letter dated 10/28/20.

B) The applicant’s photo simulations are not for this project. They are for another transmission tower where a different carrier is located. This error was not spotted by county staff. As a result, there are no photos sims for this project in the application.

C) RF report problems:

- The RF report does not provide any estimated exposures off-site at the PROW or at nearby buildings, roads, homes or second story levels. It only provides on-site percentages at utility line level and on site below the antennas.
- Estimated exposures at ground levels appear to have been calculated in the null zone of least signal intensity under the facility. The RF report clearly and repeatedly states the calculated levels are on the ground on the site – i.e. on the site of the cell tower – that is, directly underneath the tower.

“...there are no modeled exposures on any accessible utility line level and ground walking/working surface related to ATT’s proposed antennas that exceed the FCC’s occupational and/or general public exposure limits at this site.” p. 1

“Based on worst-case predictive modeling, there are no modeled exposures on any accessible utility line level and ground walking/working surface related to ATT’s proposed antennas that exceed the FCC’s occupational and/or general public exposure limits at this site.” p. 5

Based on worst-case predictive modeling, there are no areas at ground/street level related to the proposed AT&T antennas that exceed the FCC’s occupational or general public exposure limits at this site. At ground/street level, the maximum power density generated by the

antennas is approximately 0.2 percent of the FCC's general public limit (0.04 percent of the FCC's occupational limit)."p. 6

- The RF report also does not provide data on effective radiated power from each antenna and for each direction – eg. 20° azimuth has two antennas and therefore, more ERP in that direction..
- The RF report is not prepared by an RF engineer. The preparer has unknown number of hours of study or classes, and unknown certification. An RF engineer only reviewed the report.
- Errors include the statement that the signal is propagated best on “line of site” paths. This may be a mistake for “line of sight”. A claim of “low power” is not made in relation to any biological standard. The report claims “there are no microwaves installed at this site”. Microwave radiation, commonly defined as 300 MHz to 300 GHz, is the nature of what this facility does. What is the report writer believe they are transmitting if not microwaves?
- Another very significant error is “There are no other wireless carriers with equipment installed at this site”. Immediately adjacent to this site is another PG&E transmission tower with wireless facilities. This was discussed in testimony and project plans.
- No cumulative exposure was assessed with the adjacent tower and other neighborhood microwave sources.
- No actual on-site visit or measurements were made. Preparer states this was theoretical modeling and she relied on AT&T representations. Therefore, this report cannot be relied on for accurate calculations or measurements of RF levels.
- The preparer made statements she is unqualified to make: “MPE limits are designed to provide a substantial margin of safety. These limits apply for continuous exposures and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health.” These are claims made by entities with no medical or biological expertise, and they have been debunked by experts including those at the EPA. “MPE limits” do not apply to disabled people like myself.

Finding #2 Consistency: Project is inconsistent.

The project is not consistent with county rules and zoning nor is it appropriate, because it does not comply with various state and federal laws, including Public Utilities Code 7901, the ADA/ADAA, FHA/FHAA, California Civil Code 54.1, and the federal Migratory Bird Act.

The North County Land Use Plan states:

The [Coastal] Act established a framework for resolving conflicts among competing uses for limited coastal lands.

The highest priority is placed upon the preservation and protection of natural resources including environmentally sensitive habitat areas, i.e., wetlands, dunes, and other areas with rare, endangered, or threatened plant and animal

life.

.....However, much of North County is not appropriate for such development due to the sensitivity of its natural resources which may not tolerate continued encroachment of residential development. Policies set forth in this plan are intended to protect the vast resources of this area through sensitive and responsive land use, development, and conservation.¹ [emphasis added]

As I provided to the Zoning Administrator and County Counsel, the Telecommunications Act Section 601(c)(1) – no implied effect -- and 47 U.S.C. § 414 – remedies in this Act not exclusive – protect other local, state, and federal laws. This is what an ordinary person like me can find in the laws. This information was rebuffed.

c) states “The project will not result in any impacts to biological or archaeological resources.” This is false. This project is commercial encroachment. County staff ignored the nearby sloughs including the Moro Cojo Slough and the migratory bird flightpaths through the area. (also see below)

The county controls the public’s rights-of-way (PROW) and must make sure that uses of the PROW do not incommode the public, per PUC Section 7901. The California Supreme Court recently opined:

The parties also agree that the franchise rights conferred are limited by the prohibition against incommoding the public use of roads, and that local governments have authority to prevent those impacts.

... Obstructing the path of travel is one way that telephone lines could disturb or give inconvenience to public road use. But travel is not the sole use of public roads; other uses may be incommoded beyond the obstruction of travel. (T-Mobile West, at pp. 355-356.) For example, lines or equipment might generate noise, cause negative health consequences, or create safety concerns. All these impacts could disturb public road use, or disturb its quiet enjoyment. (p. 8-9)²

This tower at this location intrudes onto the PROW and incommodes me as a disabled person, with known and unknown exacerbation effects to my disability due to new signal characteristics and frequencies.

“No conflicts were found to exist” is false. Additional information is in the attached letters The General Plan, Zoning Ordinance, North County Land Use Plan, and all county rules must be consistent with state and federal rules and therefore 2a) is incorrect, and this project is inconsistent with county rules and in conflict.

Finding #3 Suitability: Site is not suitable.

¹ http://www.co.monterey.ca.us/planning/docs/plans/NC_LUP_complete.PDF p. 27, 30

² <https://www.courts.ca.gov/opinions/documents/S238001.PDF>

California Supreme Court opinion, T-Mobile West LLC et al. v City and County of San Francisco et al, April 4, 2019, p. 7, 9

The ZA stated that the site is physically suitable, also saying “b) “Staff identified no potential impacts to... Biological Resources or environmental constraints that would make the site unsuitable for the proposed wireless communication facility.”.

This is false. The site is immediately adjacent to the public rights-of-way and near homes. The county did not mention or appear to investigate the impacts of this facility on migratory birds, despite the federal Migratory Bird Act. It is near the Moro Cojo Slough and the network of sloughs that include Elkhorn Slough and the path of migratory birds. Burrowing owls live in this area and possibly on the applicant's site.

See the Department of Interior 2014 comments on bird injuries and deaths caused by telecommunication towers to the Department of Commerce on FirstNet communication towers -- http://www.ntia.doc.gov/files/ntia/us_doi_comments.pdf
These comments also stated “...the electromagnetic radiation standards used by the Federal Communications Commission (FCC) continue to be based on thermal heating, a criterion now nearly 30 years out of date and inapplicable today.”

Finding #4 Health and Safety: Project is a public health nuisance and has safety impacts.

a) Departments reviewed the project “to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood”, but ignored substantial evidence presented to the county. The County Health Officer made no review on record, and a representative from the office made errors in her comments and ignored ADA/ADAA. County counsel did not provide any written comments for the record and only second-hand or third-hand comments were made which challenged ADA/ADAA and other federal and state rules that this ordinary person raised.

Would the county redline these housing areas and say that people such as me cannot live there or visit there, in violation of FHA/FHAA?

The county is implicitly restricting access to public roads, in violation of state rules, and directly challenging California Civil Code 54.1.

c) The RF report is not an “engineering analysis” because it was not prepared by an engineer. It was missing data and had errors. See discussion of Finding 1 (C).

d) “Regulating” – A plain reading by an ordinary person like myself of the federal telecommunications provisions including 332(c) discovers that the authority of local governments is preserved in decisions. My request was and is that the county makes a decision on this site. I am not requesting that the county to remove all cell towers. I am asking for this decision. A decision is not a regulation. A decision is for this project.

Section 332(c)(7)(A) and (B) of the Telecommunications Act, under “preservation of

local zoning authority” states

(A) General authority

Except as provided in this paragraph, nothing in this chapter shall limit or affect the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless service facilities.(emphasis added)

What I am requesting is not restricted or preempted, according to a plain reading of 332(c)(7)(B). Wireless service exists in the county and in this area. A denial is not a prohibition or denial of service. The county has not responded to this law.

Congress stated that the first factor the FCC must consider is whether actions will promote the safety of life and property.

47 U.S. Code § 332 - Mobile services

(a) Factors which Commission must consider In taking actions to manage the spectrum to be made available for use by the private mobile services, the Commission shall consider, consistent with section 151 of this title, whether such actions will—

(1)

promote the safety of life and property;

This project does not promote the safety of my life. But the county ignored Congressional intent and federal laws in making this decision.

e) Here again, the Zoning Administrator mischaracterized and reworded the issues I raised as “concerns” and “perceptions”, instead of ADA/ADAA issues and requests for ADA accommodation:

“shared concern for health of persons with electromagnetic sensitivity passing by the wireless communications facility...”

”the concerns stated in the letters do not provide substantial evidence for denial of the project”

“the member of the public was concerned with a perceived limited access to the roadway”

He censored my repeated statements about ADA/ADAA, disability, and discrimination issues in his response. By doing so, he blocked the assertion of my disabled rights. What he has done is unlawful and might be illegal.

Contrary to the Zoning Administrator allegations, I provided substantial evidence for denial of this project in three separate letters that are attached and in testimony at county hearings. He denies evidence regarding ADA access issues and state and federal rules pertaining to that access, as well as other substantial grounds. I also sent a copy of one of my letters to county counsel.

The Zoning Administrator falsely stated: “The project is not in County right-of-way” when it is clearly so. This is proven by the purpose of the project and by the coverage map. If

the project did not extend into the PROW and was strictly sited only on the proposed building site, the public would not be able to receive “in-vehicle” coverage as they are driving in the PROW on Dolan Road or other roads in the area or in homes that are on the other side of multiple PROWs from the project site. That clearly means PROW location as well as onto other private property. To assert otherwise is absurd and denies the project’s purpose. By so intruding onto the PROW, it blocks my access.

In addition, he denied what is plainly apparent in the U.S. Access Board NIBS report, claiming: “The report did not make recommendations pertaining to the installation of wireless communication facilities on towers”. The report clearly says:

Page 11

Electromagnetic Fields

For people who are electromagnetically sensitive, the presence of cell phones and towers, portable telephones, computers, fluorescent lighting, unshielded transformers and wiring, battery re-chargers, wireless devices, security and scanning equipment, microwave ovens, electric ranges and numerous other electrical appliances can make a building inaccessible.

Page 68

Recommendations for Future Actions

... The Committee acknowledges that while the scientific evidence may be inconclusive about whether ambient electromagnetic fields pose a substantial health risk to the general population, the presence of EMF is an access barrier for people who are electromagnetically sensitive. Therefore, the Committee recommends that measures be taken to reduce EMF whenever possible in order to increase access for these individuals as well as taking a precautionary approach to protecting the health of all.

Page 74

Appendix 1 - Site Selection: Potential Sources of Pollutants and EMF.

The Committee recognizes that few, if any, building sites are likely to be free of all the pollutant sources listed below. The recommendation is to minimize proximity to as many of these sources as possible in order to maximize outdoor environmental quality and hence indoor environmental quality.

EMF:

Substations

Cell phone towers

Radio towers

...

The Zoning Administrator read the text. I have no explanation except deliberate bias. His findings are not the objective and careful evaluation of project merits and problems, evidence, and laws required of a public official.

Furthermore, the Zoning Administrator did not read the RF report carefully. Under discussion of Finding #1 (C) are the errors I found.

He failed to investigate my statement about ground level calculations being made in the null zone directly under the antennas. He did not require calculations at Dolan Road or at nearest residences including 2nd floor levels as it commonly done in other jurisdictions. Regarding applicant claims about RF exposure, I provided testimony from another similar facility -- photo attached. What is in question is the accuracy of the RF report, not whether the exposure exceeds FCC limits. Due to its errors and omissions, the RF report conclusions should be disregarded.

Further, the RF report did not model cumulative exposure with the adjacent wireless facility, falsely reporting “[t]here are no other wireless carriers with equipment installed at this site”. But the Zoning Administrator claimed that it did.

Per the RF report, the worst-case predictive models predicted there are no areas at ground/street level that exceed the FCC’s occupational or general public exposure limits at this site, including the proposed AT&T antennas combined with an existing facility on a nearby tower.

He did not require cumulative exposure for these two facilities.

The FCC limits, as the Zoning Administrator himself stated, are for the general public. I am not the general public. I am a disabled person. And he and the county appear to stand between me and the Department of Justice, Congress, the state of California, and my doctor to deny me my civil rights.

f) The applicant recognized some effects to workers.

The subcontractor inappropriately inserted himself into this topic but himself admitted health effects to some workers, saying there’s always “one-offs”.

When the Zoning Administrator opines on health, he is speaking outside his qualifications. I am not aware that he is a doctor or an expert in FCC rules. The findings state: “The limit is for continuous exposure, not for short windows of time as would be experienced by a walker or driver on the adjacent roadway.” The Zoning Administrator ignores that FCC limits are based on short term exposure, and he ignores my disability.

h) Here again, the Zoning Administrator falsified my comments:

“Testimony concerning health and safety received during the Zoning Administrator Meeting on September 24th and October 29th, 2020”.

I testified about my disability and the blocked access that would result from this project in violation of ADA and state rules, and also requested disabled accommodation

Finding #5 Violations: This property is not in compliance.

The owner/landlord of the subject property has a current tenant that is obstructing the PROW and is a public health nuisance. If this present project is approved, the owner/landlord will have a second non-compliant tenant that is a public health nuisance

and will also obstruct the PROW. This property owner is violating my civil rights and state law, and the county is allowing it to do so.

Finding #6 CEQA: This project has adverse environmental effects and is not exempt from CEQA due to new substantial change in the human environment.

The Zoning Administrator states: “California Environmental Quality Act (CEQA) Guidelines §15303 categorically exempts the construction and location of new, small facilities or structures.”

But this is a very large physical facility as shown on the coverage map. This physical facility with coherent signal reception is at least a square mile, and likely larger.

This facility is also an element of a new county-wide project – 5G -- and sets precedent for building that project. It uses a new pattern of over-the-air emissions, and as a new network system, will substantially alter the county’s human environment which includes my environment and my access to critical spaces. It is also a public health nuisance.

5G has new signal characteristics that have not been safety tested. The FCC is currently reviewing exposure guidelines for 5G frequencies, and is being sued by consumer groups for various approval aspects regarding 5G. It is premature to approve 5G or 5G ready projects in the county.

Due to all these features, this facility doesn’t fall under any exempt class, unless cellular/wireless facilities have been specifically exempted under some state rule with which I am not familiar.

California Government Code Section 65850.6(b)(4) also “requires that new facilities that may later have facilities collocated with them [] must undergo CEQA review consisting of the adoption of a negative declaration or mitigated negative declaration, or certification of an environmental impact report.”³

Finally, Brandon Swanson informed me that “minor” changes to facilities do not require county review or permit. This is a complete abdication of the authority delegated by Congress to the county, and it blocks the public from noticing and due process. It also means that “today’s” project approval effectively approves any and all future changes and additions, and carriers are under an honor system to self-police to not exceed “minor” changes, which may not be minor at all to the human environment.

In light of all of these issues, this facility is not exempt and must have CEQA environmental review.

a) The Zoning Administrator excluded all mention of the physical emissions from the facility and the extent of a coherent signal to devices in the surrounding region.

3

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=65850.6

b) The findings state: "No adverse environmental effects were identified during staff review" even though evidence was put in the record that this facility would be a public health nuisance.

As previously stated, the Zoning Administrator ignored the adjacent wireless facility that would "contribute to a cumulative effect."

Finally, the facility would be near Highway 1 which is a scenic highway, and would be an access barrier to my use of that scenic highway.

Finding #7 Wireless Communications Facilities: This project is not compliant.

g) Noise -- In addition to other noncompliance issues previously discussed, generator noise was downplayed and not sufficiently investigated. Generators have to be tested regularly, for several hours at a time. There is no calculation of what the sound will be like at nearby homes or even at the street. It is unknown if noise levels will comply with the 45 dB night limit. This was not pursued at the hearing, and the findings don't include compliance with the nighttime limit.

All seven project findings are false.

The paperwork submitted by the applicant is sloppy and gives no confidence on the project. The contractor's WTF report on the project is nearly word-for-word identical to the WTF report submitted on the Tassajara Road cell tower for the same carrier. Casual cookie cutter reports may be appropriate for some simple land use projects in a similar locale and terrain. They are inappropriate for this type of complex project which is completely different in location and tower construction.

It's not clear what the correct applicant name is, no clarification on what company is responsible, or what LLC means in relation to indemnification or county liability.

Another issue is that the servicing crew appears to be located far away in San Ramon in the congested SF Bay region. If so, there is no guarantee how quickly they would respond, if at all, in an emergency.

Attached are my three letters to the Zoning Administrator with additional information and questions, most of which were ignored.

Finally, I request disciplinary action against County Zoning Administrator Mike Novo and the county staff members who falsified the public record and public testimony, blocked my civil rights, ignored evidence in the record, and/or failed in their official duties. By taking these actions, the county evades its duties under state and federal rules. This was no fair or impartial hearing. The public can have no confidence of a fair hearing when staff distorts testimony words into different meanings or censors them outright, or

when county officials will not enforce rules. The only possible conclusion is that these actions were to benefit the applicant. It is shameful and outrageous conduct, and an absolute breach of the public trust.

There are substantial grounds for denial including the biased behavior of Mike Novo and other county staff in prejudicial consideration of this project.

This has been a difficult process. I am very ill due to RF radiation exposure. I have done my best to provide you with specific, accurate, and substantial grounds for my appeal. I apologize for any inadvertent errors.

The project cannot comply with various local, state and federal rules without alteration. I ask the Board of Supervisors to grant my appeal, overturn the Zoning Administrator approval, and deny this project.

Sincerely,

Nina Beety

Attached:

Letters to Monterey County Zoning Administrator

Photo of RF exposure from antennas on transmission tower



CCL04159 - PG&E DOLAN ROAD

USID: 288035, FA: 13787561

PACE: MRSFR031050, PTN: 3701A06RWL

745 DOLAN ROAD
MOSS LANDING, CA 95039

SITE INFORMATION

SITE ADDRESS: 745 DOLAN ROAD
MOSS LANDING, CA 95039

LATITUDE (NAD 83): N 36° 47' 53.11"
36.79808611

LONGITUDE (NAD 83): W 121° 44' 07.72"
-121.73547778

GROUND ELEVATION: 88.9' AMSL (NAVD 88)

JURISDICTION: MONTEREY COUNTY

PROPERTY OWNER: PG&E TOWER INFO
TOWER SAP: 40751167
TOWER #: 002/015
LINE NAME: MOSS-CRAZY HORSE CANYON #1

CONTACT INFO:
245 MARKET STREET MAIL CODE N10D
SAN FRANCISCO, CA 94105

PROJECT MANAGER:
MELISSA CHAVEZ
mkw@pge.com
661-473-9199

ZONING: RDR (CZ)

PARCEL/MAP NUMBER: 131-054-010-000

STRUCTURE TYPE: PG&E TOWER

STRUCTURE HEIGHT: 130.6' (AGL)

POWER SUPPLIER: PGE

TELCO SUPPLIER: AT&T

PROJECT TEAM

APPLICANT: AT&T MOBILITY
5001 EXECUTIVE PARKWAY
SAN RAMON, CA 94583

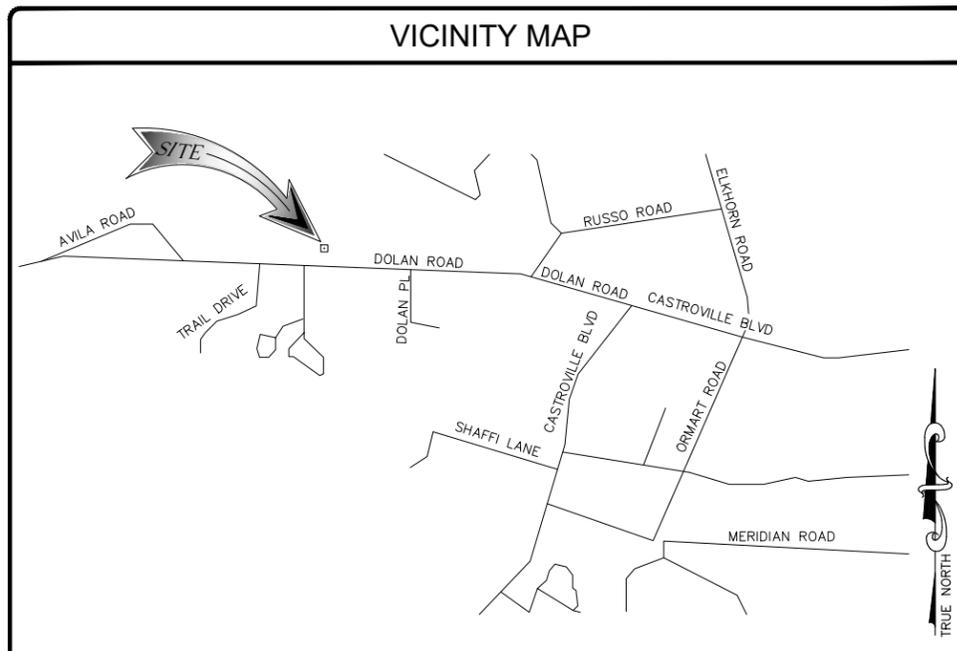
PROJECT MANAGEMENT FIRM: VINULUMS SERVICES
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598
CONTACT: MICHELE PHIPPEN
PHONE: (925) 895-3734
EMAIL: mphippen@vinculums.com

RF ENGINEER: AT&T MOBILITY
5001 EXECUTIVE PARKWAY
SAN RAMON, CA 94583
CONTACT: HARPREET SINGH
PHONE: (248) 885-5496
EMAIL: hs357s@att.com

CONSTRUCTION MANAGER: VINULUMS SERVICES
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598
CONTACT: FLOYD GREEN
PHONE: (480) 528-1927
EMAIL: fgreen@vinculums.com

SITE ACQ/ZONING MANAGER: TSJ CONSULTING INC.
30767 GATEWAY PLACE #194
RANCHO MISSION VIEJO, CA. 92694
CONTACT: TOM JOHNSON
PHONE: (925) 785-3727
EMAIL: tom@tsjconsultinginc.com

A/E MANAGER: TSJ CONSULTING INC.
30767 GATEWAY PLACE #194
RANCHO MISSION VIEJO, CA. 92694
CONTACT: DAN CONNELL
PHONE: (949) 306-4644
EMAIL: dan@tsjconsultinginc.com



DIRECTIONS

DIRECTIONS FROM AT&T OFFICE:

GET ON I-680 S, 3 MIN (1.2 MI)

FOLLOW I-680 S AND US-101 S TO SAN MIGUEL CANYON RD IN PRUNEDALE. TAKE EXIT 337 FROM US-101 S
1 H 14 MIN (81.9 MI)

TAKE CASTROVILLE BLVD TO DOLAN RD

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

- 2019 CALIFORNIA BUILDING CODE
- 2019 CALIFORNIA TITLE 24
- 2019 CALIFORNIA FIRE CODE
- 2019 CALIFORNIA ENERGY CODE
- 2019 CALIFORNIA MECHANICAL CODE
- TIA/EIA-222-F OR LATEST EDITION

DRAWING INDEX

T-1	TITLE SHEET
C-1	SITE SURVEY
C-2	SITE SURVEY
A-1	SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	EQUIPMENT LAYOUT
A-4	ANTENNA LAYOUT, ANTENNA SCHEDULE
A-5	ELEVATIONS
A-6	ELEVATIONS
A-7	GENERATOR SPECIFICATIONS
E-1	PRELIMINARY ELECTRICAL DESIGN

DRAWING SCALE

THESE DRAWINGS ARE SCALED TO FULL SIZE AT 24"X36" AND HALF SIZE AT 11"X17". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE DESIGNER / ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICE TO PREVENT STORM WATER POLLUTION DURING CONSTRUCTION.

SCOPE OF WORK

THIS PROJECT CONSISTS OF THE INSTALLATION OF A NEW AT&T WIRELESS ANTENNA FACILITY:

SCOPE OF WORK:

- EQUIPMENT AREA (INSIDE EXISTING COMPOUND)**
- INSTALL (1) WIC (WALK IN CABINET) WITH (2) BBU 6630 AND (1) BBU 5216
 - INSTALL (12) NEW BATTERIES INSIDE THE NEW WIC
 - INSTALL (1) DIESEL GENERATOR (30KW AC) WITH 190 GALLON UL2085 RATED FUEL TANK
 - INSTALL (1) H-FRAME WITH ALL ASSOCIATED UTILITY CABINETS
 - INSTALL (N) UNDERGROUND CONDUIT FROM UTILITY SOURCES TO AT&T EQUIPMENT

ANTENNA AREA (ON EXISTING PG&E TOWER)

- INSTALL (1) 12' TALL TOWER EXTENSION
- INSTALL (12) NEW 6' PANEL ANTENNAS
- INSTALL (15) NEW REMOTE RADIO UNITS (RRUS)
- INSTALL (3) NEW DC9 SURGE SUPPRESSORS
- INSTALL NEW FIBER AND DC POWER CABLES IN (N) UNDERGROUND CONDUIT FROM EQUIPMENT AREA TO ANTENNA AREA

CONSULTANT



TSJ CONSULTING INC.
30767 Gateway Place #194
Rancho Mission Viejo, CA. 92694

APPLICANT



SITE INFORMATION

CCL04159
PG&E DOLAN ROAD
745 DOLAN ROAD
MOSS LANDING, CA 95039

DESIGN RECORD

REVISIONS

REV	DATE	DESCRIPTION	BY
4	07/23/20	100% ZD	DC
3	07/06/20	100% ZD	DC
2	05/22/20	100% ZD	DC
1	04/23/20	100% ZD	DC
0	04/03/20	90% ZD	DC

PROFESSIONAL STAMP

SHEET TITLE

TITLE SHEET

SHEET

T-1

NOTES

OWNER(S): PACIFIC GAS & ELECTRIC CO
 APN: 131-054-010

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY OF ANY PARCEL OF LAND, NOR DOES IT IMPLY OR INFER THAT A BOUNDARY SURVEY WAS PERFORMED. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION. PROPERTY LINES AND LINES OF TITLE WERE NEITHER INVESTIGATED NOR SURVEYED AND SHALL BE CONSIDERED APPROXIMATE ONLY. NO PROPERTY MONUMENTS WERE SET.

THE EASEMENTS (IF ANY) THAT APPEAR ON THIS MAP HAVE BEEN PLOTTED BASED SOLELY ON INFORMATION CONTAINED IN THE REPORT OF TITLE BY: FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. 31217543, DATED MARCH 27, 2020. WITHIN SAID TITLE REPORT THERE ARE FIVE (5) EXCEPTIONS LISTED, THREE (3) OF WHICH ARE EASEMENTS AND ONE (1) OF WHICH CAN NOT BE PLOTTED.

THE UNDERGROUND UTILITIES (IF ANY) THAT APPEAR ON THIS MAP HAVE BEEN LOCATED BY FIELD OBSERVATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.

THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD RATE MAP FOR COMMUNITY NO. 060195, PANEL NO. 0086G, DATED APRIL 2, 2009, SHOWS THAT THE LOCATION OF THIS SITE FALLS WITHIN ZONE X, WHICH ARE AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

THE LATITUDE AND LONGITUDE AT THE LOCATION AS SHOWN WAS DETERMINED BY GPS OBSERVATIONS.

LAT. 36° 47' 53.11" N NAD 83 (36.798086°)
 LONG. 121° 44' 07.72" W NAD 83 (-121.735478°)
 ELEV. 88.9' NAVD 88 (BASIS OF DRAWING)

The information shown above meets or exceeds the requirements set forth in FAA order 8260.19D for 1-A accuracy (± 20' horizontally and ± 3' vertically). The horizontal datum (coordinates) are expressed as degrees, minutes and seconds, to the nearest hundredth of a second. The vertical datum (heights) are expressed in feet and decimals thereof and are determined to the nearest 0.1 foot.

EASEMENT(S) PER TITLE REPORT:

- MATTERS AS SHOWN AND NOTED ON PLAT RECORDED IN PLAT BOOK 4, PAGE 53.
 *** PLOTTED AS SHOWN HEREON ***
- MATTERS AS SHOWN AND NOTED ON PLAT RECORDED IN PLAT BOOK 4, PAGE 99.
 *** PLOTTED AS SHOWN HEREON ***
- MATTERS AS SHOWN AND NOTED ON PLAT RECORDED IN PLAT B, PAGE 64.
 *** NOT PLOTTED - AFFECTS NEIGHBORING PARCEL ***

LEASE AREA DESCRIPTION:

BEING A PORTION OF THE HEREON DESCRIBED LESSOR'S PROPERTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LESSOR'S PROPERTY, THENCE ALONG THE NORTH LINE OF SAID LESSOR'S PROPERTY, THENCE S 75°37'48" E, A DISTANCE OF 634.63 FEET; THENCE S 74°01'18" E, A DISTANCE OF 1171.07 FEET; THENCE LEAVING SAID NORTH LINE, S 17°36'53" W, A DISTANCE OF 13.02 FEET TO THE POINT OF BEGINNING;

COURSE 1) THENCE CONTINUING S 17°36'53" W, A DISTANCE OF 16.00 FEET;
 COURSE 2) THENCE N 72°23'07" W, A DISTANCE OF 13.50 FEET TO POINT 'A';
 COURSE 3) THENCE CONTINUING N 72°23'07" W, A DISTANCE OF 24.00 FEET;
 COURSE 4) THENCE N 17°36'53" E, A DISTANCE OF 16.00 FEET;
 COURSE 5) THENCE S 72°23'07" E, A DISTANCE OF 37.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 600 SQUARE FEET, MORE OR LESS.

ACCESS EASEMENT DESCRIPTION:

A 12.00 FOOT WIDE STRIP OF LAND OVER, ACROSS AND THROUGH A PORTION OF SAID LESSOR'S PROPERTY, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE HEREINBEFORE DESCRIBED POINT 'A';

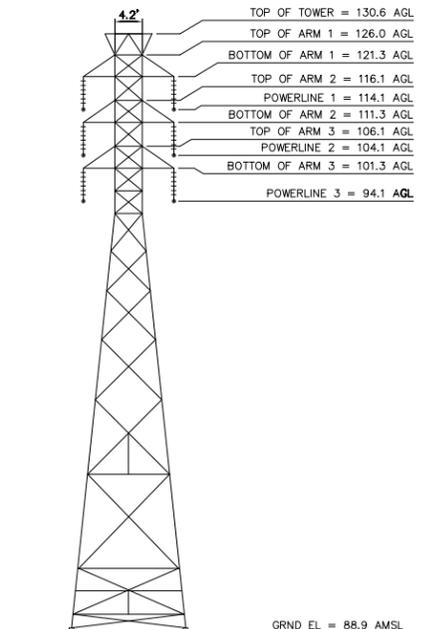
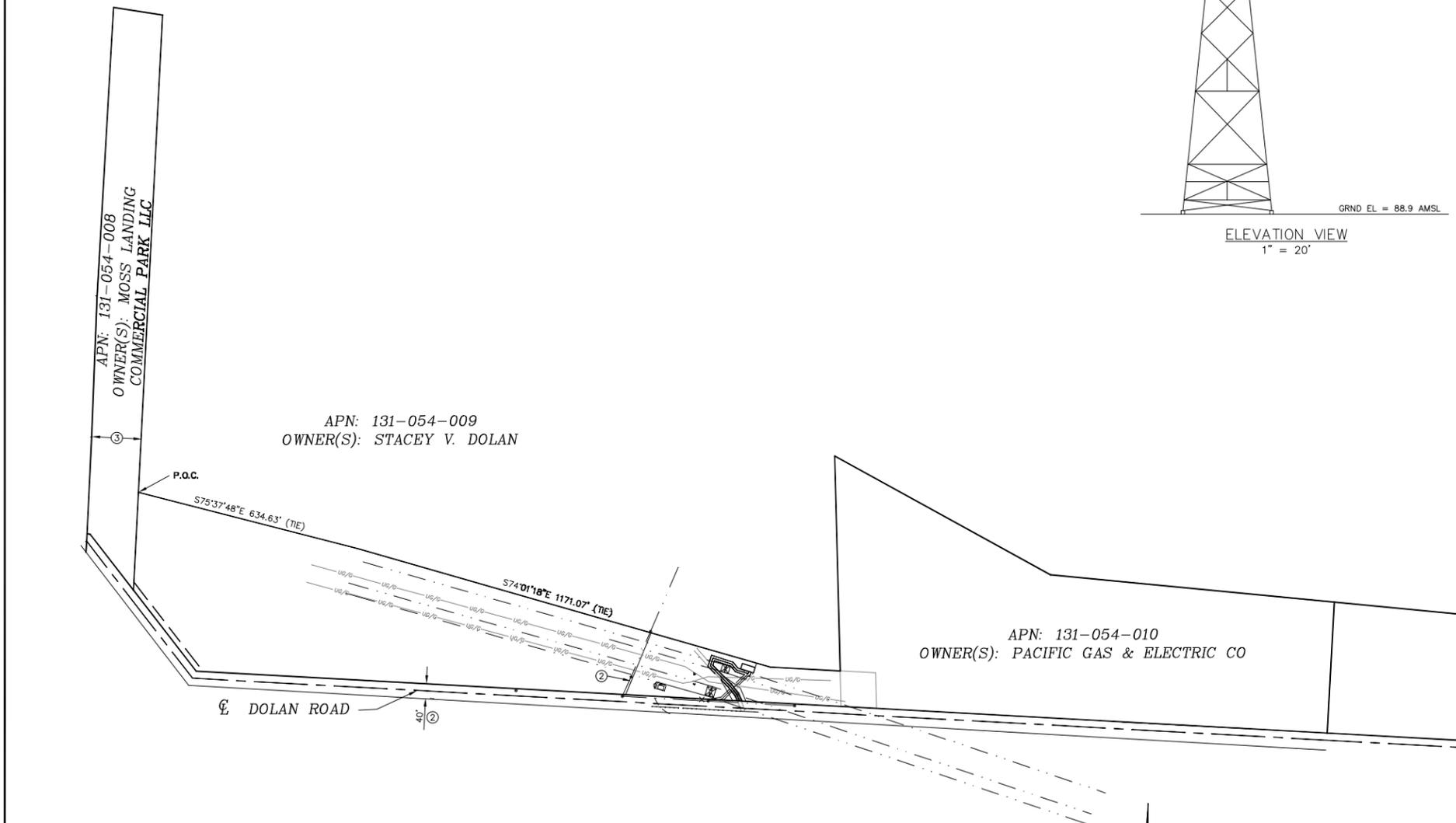
COURSE 1) THENCE S 17°36'53" W, A DISTANCE OF 6.00 FEET;
 COURSE 2) THENCE N 72°23'07" W, A DISTANCE OF 34.25 FEET;
 COURSE 3) THENCE N 39°50'19" W, A DISTANCE OF 21.64 FEET;
 COURSE 4) THENCE N 72°25'00" W, A DISTANCE OF 55.44 FEET;
 COURSE 5) THENCE S 17°35'00" W, A DISTANCE OF 23.32 FEET;
 COURSE 6) THENCE S 44°54'44" E, A DISTANCE OF 76.85 FEET;
 COURSE 7) THENCE S 37°33'20" E, A DISTANCE OF 31.30 FEET;
 COURSE 8) THENCE S 25°10'12" E, A DISTANCE OF 21.05 FEET TO THE NORTH LINE OF DOLAN ROAD AND THE TERMINUS OF THIS DESCRIPTION.

UTILITY EASEMENT DESCRIPTION:

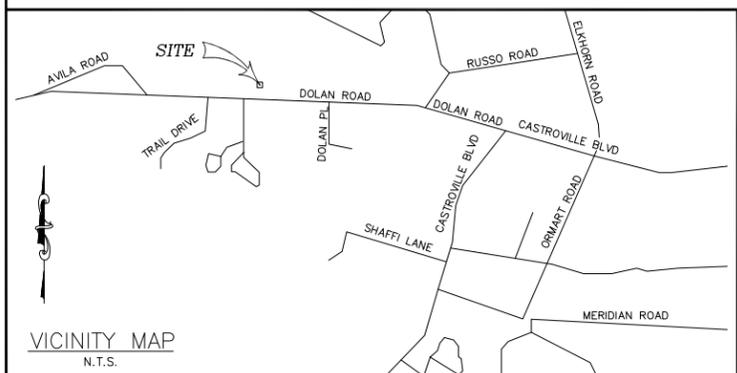
A 10.00 FOOT WIDE STRIP OF LAND OVER, ACROSS AND THROUGH A PORTION OF SAID LESSOR'S PROPERTY, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE HEREINBEFORE DESCRIBED POINT 'A';

COURSE 1) THENCE S 17°36'53" W, A DISTANCE OF 6.00 FEET;
 COURSE 2) THENCE S 46°08'58" W, A DISTANCE OF 102.47 FEET;
 COURSE 3) THENCE S 81°14'09" W, A DISTANCE OF 14.96 FEET TO THE TERMINUS OF THIS DESCRIPTION.



ELEVATION VIEW
 1" = 20'



OVERALL SITE MAP
 1" = 150'

LEGEND

	SITE BOUNDARY LINE
	OVERHEAD POWER LINE
	PROPERTY BOUNDARY (PER TITLE REPORT)
	EDGE OF PAVEMENT
	FENCELINE
	POWER POLE
	SPOT ELEVATION
	CONCRETE PAD
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT
	EXCEPTION # PER TITLE REPORT



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REVISION

NO.	DESCRIPTION	BY	DATE
0	PRELIM. ISSUE	EJ	03/31/20
1	REVISION	EJ	04/02/20
2	TITLE REVIEW	EJ	04/02/20
3	REVISION	EJ	04/06/20
4	REV UTIL ROUTE	DA	04/23/20

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DRAWN BY: EJ
 CHECKED BY: DA
 DATE DRAWN: 03/31/20
 SMITHCO JOB #: 56-1066

SITE NAME
**CCL04159
 PG&E
 DOLAN ROAD**

SITE ADDRESS
 745 DOLAN ROAD
 MOSS LANDING, CA 95039
 MONTEREY COUNTY

SHEET TITLE
SITE SURVEY

FOR EXAMINATION ONLY
 SHEET

LESSOR'S PROPERTY LEGAL DESCRIPTION PER TITLE REPORT:

THE REAL PROPERTY SITUATE IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS:

PARCEL I: BEGINNING AT THE IRON PIPE TAGGED L.S. 2551 MARKING THE WESTERLY TERMINUS OF A COURSE IN THE BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM WALTER RODRIGUEZ AND WIFE DATED SEPTEMBER 23, 1964 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF MONTEREY ON REEL 370 OF OFFICIAL RECORDS AT PAGE 840, WHICH COURSE, ACCORDING TO THE DESCRIPTION CONTAINED IN SAID DEED DATED SEPTEMBER 23, 1964, HAS A BEARING OF S. 86° 01' 1/2" E. AND A LENGTH OF 1386.0 FEET AND RUNNING THENCE SOUTH 86° 13' EAST, ALONG THE BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED SEPTEMBER 23, 1964, A DISTANCE OF 802.85 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL ONE IN THE DEED FROM JAMES B. O'GRADY AND OTHERS TO KAISER ALUMINUM & CHEMICAL CORPORATION DATED JANUARY 25, 1966 AND RECORDED IN THE OFFICE OF SAID COUNTY RECORDER ON REEL 445 OF OFFICIAL RECORDS AT PAGE 6; THENCE SOUTH 1° 25' 1/2" WEST, ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL ONE, 388.27 FEET TO A POINT IN THE CENTER LINE OF THE COUNTY ROAD KNOWN AS DOLAN ROAD, SAID POINT BEING THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESIGNATED PARCEL ONE; AND RUNNING THENCE ALONG THE CENTER LINE OF SAID DOLAN ROAD THE FOLLOWING TWO COURSES, NAMELY; NORTH 88° 34' 1/2" WEST 3198.95 FEET AND NORTH 39° 27' 1/2" WEST 273.85 FEET; THENCE NORTH 1° 12' 1/2" EAST 30.69 FEET TO THE MOST SOUTHERLY CORNER OF THE 5.00 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM JAMES E. RODRIGUEZ AND WIFE TO KAISER ALUMINUM & CHEMICAL CORPORATION DATED OCTOBER 17, 1952 AND RECORDED IN THE OFFICE OF WARD COUNTY RECORDER IN BOOK 1416 OF OFFICIAL RECORDS AT PAGE 4; THENCE CONTINUING NORTH 1° 12' 1/2" EAST, ALONG THE EASTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED OCTOBER 17, 1952, A DISTANCE OF 275.20 FEET; THENCE SOUTH 77° 19' 1/2" EAST 634.63 FEET; THENCE SOUTH 75° 43' EAST 1210.76 FEET TO A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY BOUNDARY LINE OF THE 0.23 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM JAMES RODRIGUEZ AND WIFE TO PACIFIC GAS AND ELECTRIC COMPANY DATED NOVEMBER 29, 1951 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF MONTEREY IN BOOK 1352 OF OFFICIAL RECORDS AT PAGE 40; THENCE SOUTH 88° 34' 1/2" EAST, ALONG SAID WESTERLY PROLONGATION, 197.82 FEET TO THE NORTHWEST CORNER OF SAID 0.23 ACRE PARCEL OF LAND; THENCE NORTH 3° 10' 1/2" WEST, ALONG THE NORTHERLY PROLONGATION OF THE WESTERLY BOUNDARY LINE OF SAID 0.23 ACRE PARCEL OF LAND, 603.89 FEET TO A POINT IN THE BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED SEPTEMBER 23, 1964; THENCE SOUTH 62° 54' 1/2" EAST, ALONG THE LAST MENTIONED BOUNDARY LINE, 693.38 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPTING SAID 0.23 ACRE PARCEL OF LAND; CONTAINING 26.806 ACRES, MORE OR LESS, EXCLUSIVE OF THE 1.596 ACRE PORTION LYING WITHIN THE BOUNDARY LINES OF SAID DOLAN ROAD.

TOGETHER WITH AND SUBJECT TO A RIGHT OF WAY AND EASEMENT FOR A WATER PIPE LINE ON, OVER, UNDER, AND ACROSS THE PARCEL OF LAND HEREINBEFORE DESCRIBED AND DESIGNATED PARCEL I WITHIN THE STRIP OF LAND DESCRIBED AS FOLLOWS:

A. A STRIP OF LAND OF THE UNIFORM WIDTH OF 15 FEET EXTENDING FROM THE WESTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESIGNATED 4 PARCEL I TO THE EASTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL I AND LYING CONTIGUOUS TO AND ON THE LEFT SIDE OF THE LINE WHICH BEGINS AT THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL I WITH THE NORTHERLY BOUNDARY LINE OF SAID DOLAN ROAD AND RUNS THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID DOLAN ROAD THE FOLLOWING TWO BEARINGS AND DISTANCES, NAMELY; SOUTH 39° 27' 1/2" EAST 287.99 FEET AND SOUTH 88° 34' 1/2" EAST 1769.13 FEET TO A POINT DISTANT 50 FEET WESTERLY FROM (MEASURED ALONG THE NORTHERLY BOUNDARY LINE OF SAID DOLAN ROAD) THE SOUTHWEST CORNER OF SAID 0.23 ACRE PARCEL OF LAND; THENCE NORTH 3° 10' 1/2" WEST, PARALLEL WITH THE WESTERLY BOUNDARY LINE OF SAID 0.23 ACRE PARCEL OF LAND, 100.00 FEET TO A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY BOUNDARY LINE OF SAID 0.23 ACRE PARCEL OF LAND; THENCE SOUTH 88° 34' 1/2" EAST, ALONG SAID WESTERLY PROLONGATION, 50.00 FEET TO THE NORTHWEST CORNER OF SAID 0.23 ACRE PARCEL OF LAND; THENCE CONTINUING SOUTH 88° 34' 1/2" EAST, ALONG THE NORTHERLY BOUNDARY LINE, AND ITS EASTERLY PROLONGATION, OF SAID 0.23 ACRE PARCEL OF LAND, 150.00 FEET; THENCE SOUTH 3° 10' 1/2" EAST, PARALLEL WITH THE EASTERLY BOUNDARY LINE OF SAID 0.23 ACRE PARCEL OF LAND, 100.00 FEET TO A POINT IN THE NORTHERLY BOUNDARY LINE OF SAID DOLAN ROAD; THENCE SOUTH 88° 34' 1/2" EAST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID DOLAN ROAD, 1220.70 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL I; EXCEPTING THE PORTION LYING OUTSIDE THE BOUNDARY LINES OF SAID PARCEL OF LAND DESIGNATED PARCEL I.

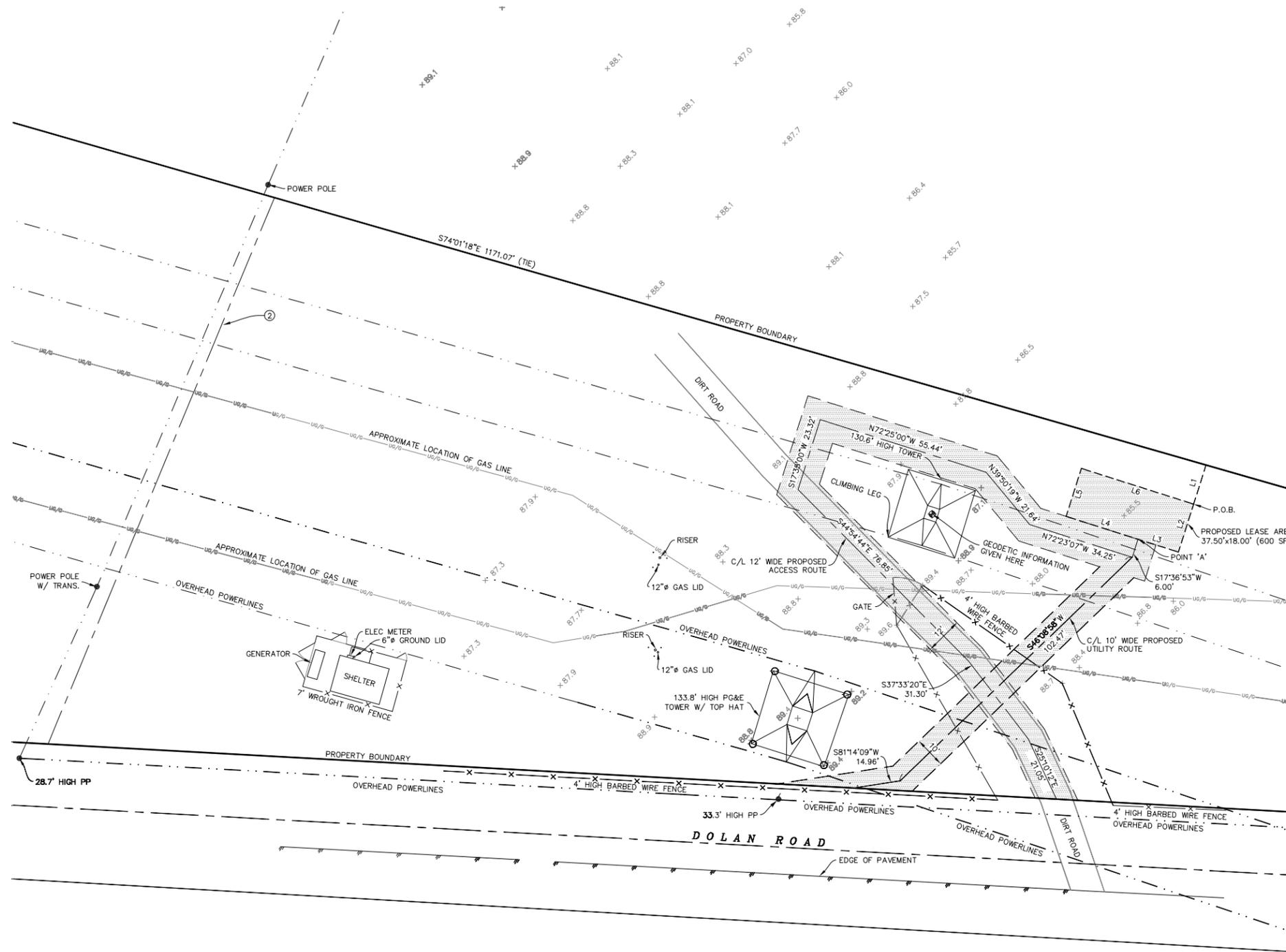
FURTHER TOGETHER WITH AND SUBJECT TO A RIGHT OF WAY AND EASEMENT FOR ROAD PURPOSES IN, OVER AND ACROSS SAID PARCEL OF LAND DESIGNATED PARCEL I WITHIN EACH OF THE STRIPS OF LAND DESCRIBED AN FOLLOWS:

B. A STRIP OF LAND OF THE UNIFORM WIDTH OF 60 FEET EXTENDING FROM THE NORTHERLY BOUNDARY LINE OF AMID DOLAN ROAD NORTHERLY TO THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL I AND LYING EQUALLY ON EACH SIDE OF THE LINE WHICH BEGINS AT A POINT IN THE NORTHERLY BOUNDARY LINE OF SAID DOLAN ROAD FROM WHICH THE SOUTHWEST CORNER OF SAID 0.23 ACRE PARCEL OF LAND BEARS SOUTH 88° 34' 1/2" EAST 80.26 FEET DISTANT AND RUNS THENCE NORTH 3° 10' 1/2" WEST 100.00 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL I.

C. A STRIP OF LAND OF THE UNIFORM WIDTH OF 60 FEET EXTENDING FROM THE NORTHERLY BOUNDARY LINE OF SAID DOLAN ROAD NORTHERLY TO THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESIGNATED, PARCEL I AND LYING EQUALLY ON EACH SIDE OF THE LINE WHICH BEGINS AT A POINT IN THE NORTHERLY BOUNDARY LINE OF SAID DOLAN ROAD FROM WHICH THE SOUTHWEST CORNER OF SAID 0.23 ACRE PARCEL OF LAND BEARS SOUTH 88° 34' 1/2" EAST 1665.22 FEET DISTANT AND RUNS THENCE NORTH 12° 40' 1/2" EAST 416.47 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL I.

AND BEING THE SAME PROPERTY CONVEYED TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION FROM JAMES B. O'GRADY AND ROSALIA F. O'GRADY, HUSBAND AND WIFE, CHARLES E. MCCAMMON AND VIRGINIA MCCAMMON, HUSBAND AND WIFE, AND HENRY W. EDWARDS, JR., AN UNMARRIED MAN BY DEED DATED MAY 9, 1966 AND RECORDED MAY 13, 1966 IN DEED BOOK 461, PAGE 666.

TAX PARCEL NO. 131-054-010-000



LINE TABLE		
LINE	LENGTH	BEARING
L1	13.02	S17°36'53\"W
L2	16.00	S17°36'53\"W
L3	13.50	N72°23'07\"W
L4	24.00	N72°23'07\"W
L5	16.00	N17°36'53\"E
L6	37.50	S72°23'07\"E



OVERALL SITE MAP
1" = 150'

LEGEND

- - - - - SITE BOUNDARY LINE
- - - - - OVERHEAD POWER LINE
- - - - - PROPERTY BOUNDARY (PER TITLE REPORT)
- - - - - EDGE OF PAVEMENT
- /// FENCELINE
- x POWER POLE
- SPOT ELEVATION
- CONCRETE PAD
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ⊙ EXCEPTION # PER TITLE REPORT



P.O. BOX 81626 BAKERSFIELD, CA 93380
PHONE: (661) 393-1217 FAX: (661) 393-1218

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SPACE RESERVED FOR PROFESSIONAL SEAL



04/25/2020

REVISION

NO.	DESCRIPTION	BY	DATE
0	PRELIM. ISSUE	EJ	03/31/20
1	REVISION	EJ	04/02/20
2	TITLE REVIEW	EJ	04/02/20
3	REVISION	EJ	04/06/20
4	REV UTIL ROUTE	DA	04/23/20

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CHECKED BY: DA
DATE DRAWN: 03/31/20
SMITHCO JOB #: 56-1066

SITE NAME

CCL04159
PG&E
DOLAN ROAD

SITE ADDRESS

745 DOLAN ROAD
MOSS LANDING, CA 95039
MONTEREY COUNTY

SHEET TITLE

SITE SURVEY

FOR EXAMINATION ONLY
SHEET



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30767 Gateway Place #194
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2	05/22/20	100% ZD	DC
1	04/23/20	100% ZD	DC
0	04/03/20	90% ZD	DC

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APPLICANT

SITE INFORMATION

DESIGN RECORD

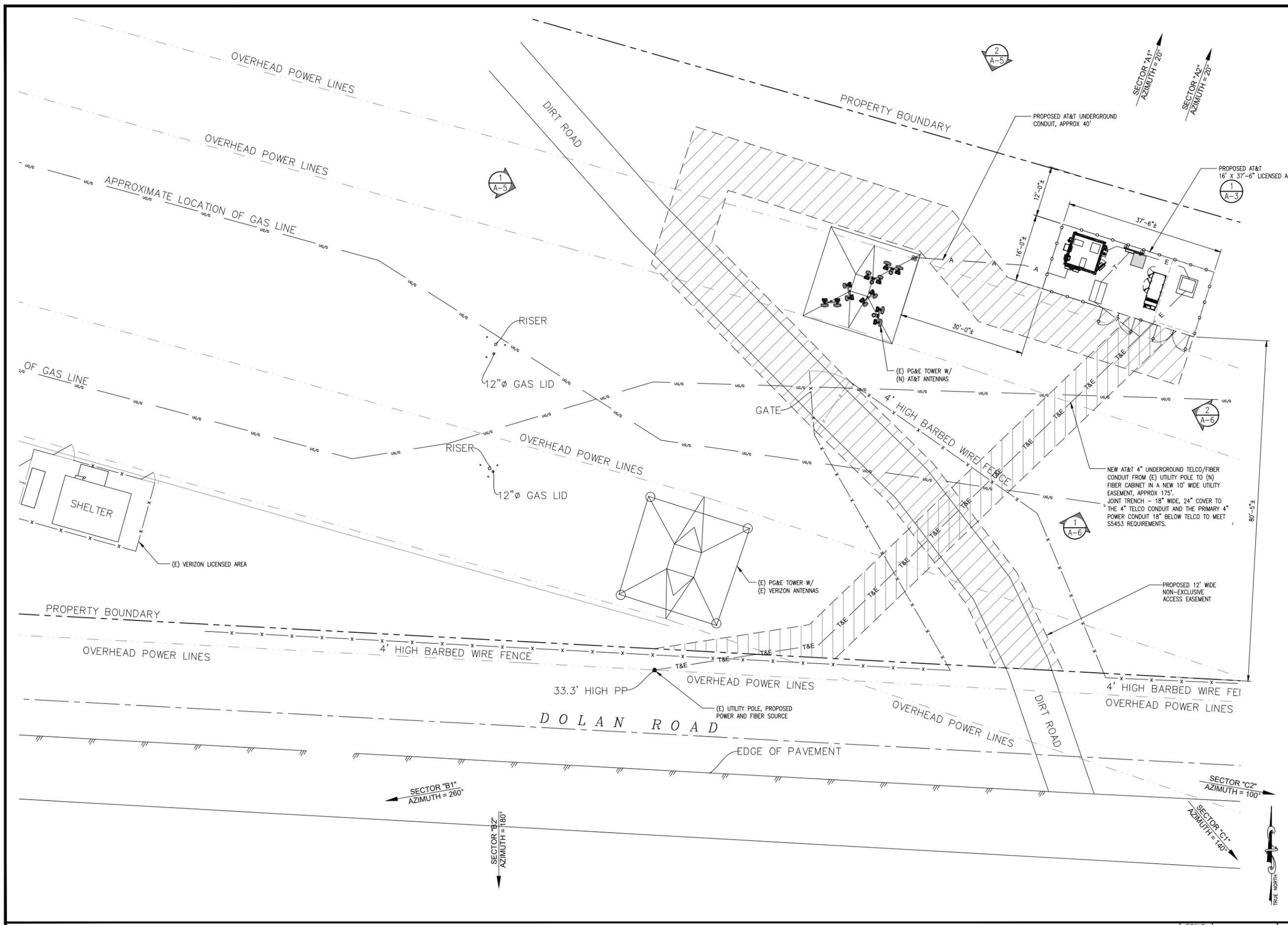
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SHEET

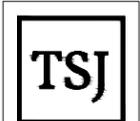
ENLARGED SITE PLAN

A-2



ENLARGED SITE PLAN

SCALE: 3/32"=1'-0" 0 4' 8' 12' 1



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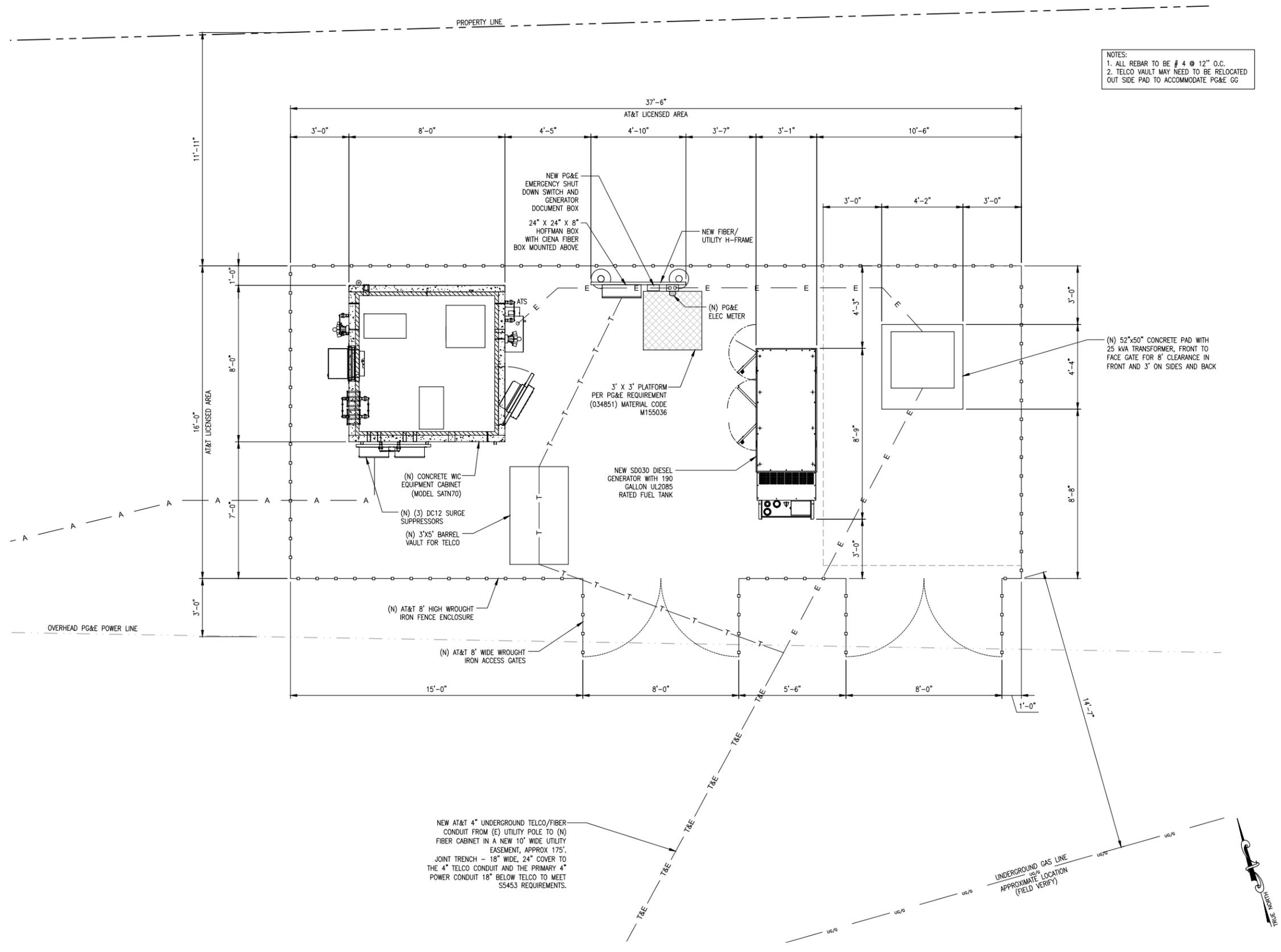
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0	04/03/20	90% ZD	DC

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DESIGN RECORD
PROFESSIONAL STAMP
SHEET TITLE
SHEET

EQUIPMENT LAYOUT

A-3





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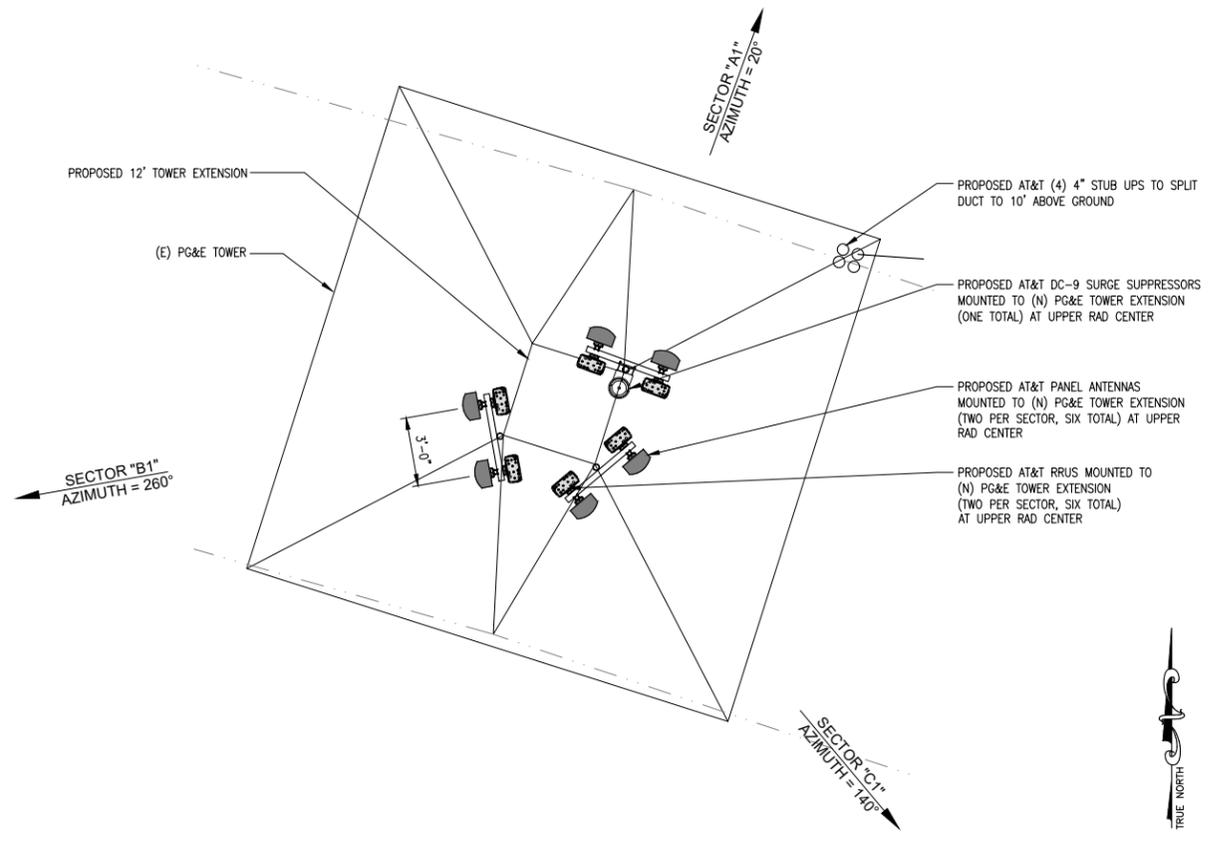
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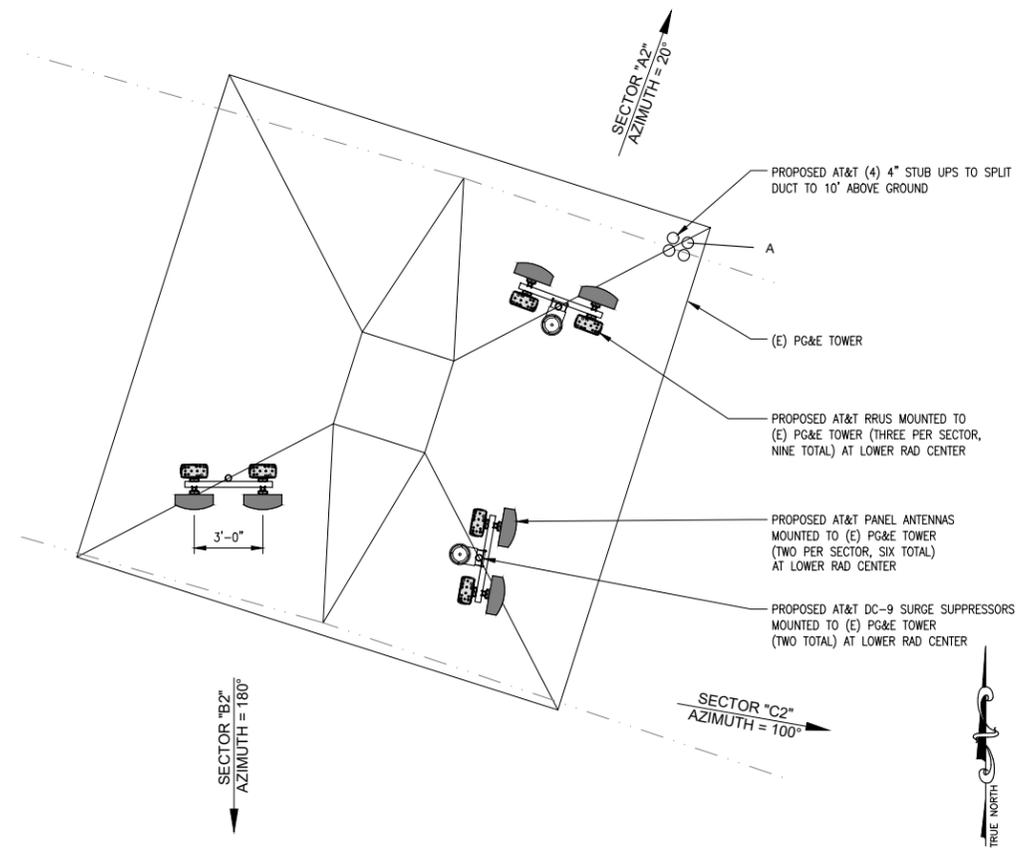
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SHEET

SECTOR	TECHNOLOGY	ANTENNA MODEL	AZIMUTH	RAD CENTER (A.G.L.)	RRU MODEL	FIBER/DC LENGTH	COAX JUMPER LENGTH	DC FEEDS
A	A1	FWLL	HBSAM65R-KU-H6-K (45.6 LBS)	20°	139'-6"	(1) 4415 B30 (46 LBS)	TRUNK1 75M ±8'-0"	1
	A2	FWLL	HBSAM65R-KU-H6-K (45.6 LBS)	20°	139'-6"	(1) 4415 B30 (46 LBS)	TRUNK1 75M ±8'-0"	1
	A3	700 / 850 / PCS	NNH4-65B-R6H4 (83.3 LBS)	20°	81'-0"	(1) RRU 4449 (71 LBS) (1) RRU 8843 (72 LBS)	TRUNK2 50M ±8'-0"	4
	A4	FNET / AWS	NNH4-65B-R6H4 (83.3 LBS)	20°	81'-0"	(1) RRU 4478 (59.9 LBS)	TRUNK2 50M ±8'-0"	1
B	B1	FWLL	HBSAM65R-KU-H6-K (45.6 LBS)	260°	139'-6"	(1) 4415 B30 (46 LBS)	TRUNK1 75M ±8'-0"	1
	B2	FWLL	HBSAM65R-KU-H6-K (45.6 LBS)	260°	139'-6"	(1) 4415 B30 (46 LBS)	TRUNK1 75M ±8'-0"	1
	B3	700 / 850 / PCS	NNH4-65B-R6H4 (83.3 LBS)	180°	81'-0"	(1) RRU 4449 (71 LBS) (1) RRU 8843 (72 LBS)	TRUNK3 50M ±8'-0"	4
	B4	FNET / AWS	NNH4-65B-R6H4 (83.3 LBS)	180°	81'-0"	(1) RRU 4478 (59.9 LBS)	TRUNK2 50M ±8'-0"	1
C	C1	FWLL	HBSAM65R-KU-H6-K (45.6 LBS)	140°	139'-6"	(1) 4415 B30 (46 LBS)	TRUNK1 75M ±8'-0"	1
	C2	FWLL	HBSAM65R-KU-H6-K (45.6 LBS)	140°	139'-6"	(1) 4415 B30 (46 LBS)	TRUNK1 75M ±8'-0"	1
	C3	700 / 850 / PCS	NNH4-65B-R6H4 (83.3 LBS)	100°	81'-0"	(1) RRU 4449 (71 LBS) (1) RRU 8843 (72 LBS)	TRUNK3 50M ±8'-0"	4
	C4	FNET / AWS	NNH4-65B-R6H4 (83.3 LBS)	100°	81'-0"	(1) RRU 4478 (59.9 LBS)	TRUNK2 50M ±8'-0"	1
TOTALS								21



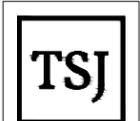
UPPER ANTENNA LAYOUT - 139'-6" RAD CENTER

SCALE: 1/4"=1'-0" 0 2 4 1



LOWER ANTENNA LAYOUT - 81'-0" RAD CENTER

SCALE: 1/4"=1'-0" 0 2 4 2



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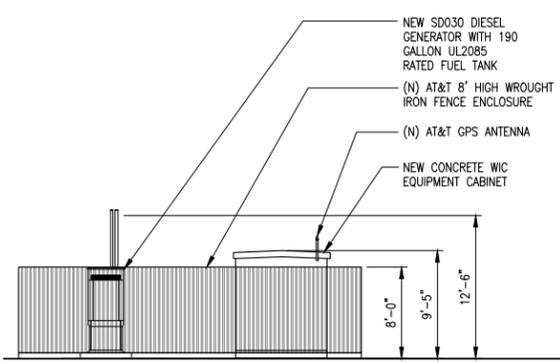
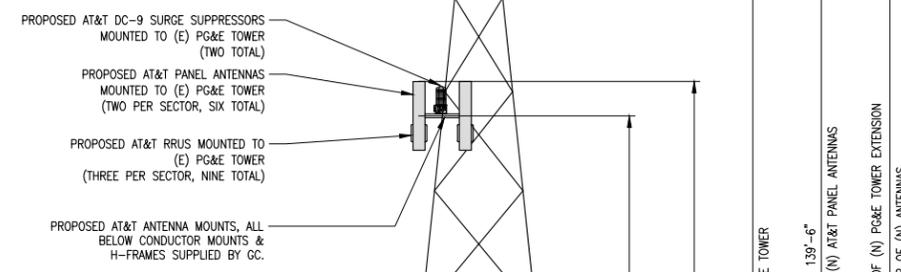
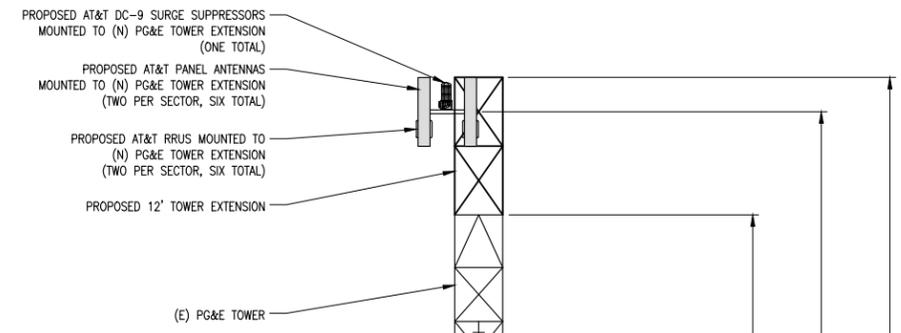
PROFESSIONAL STAMP

SHEET TITLE

SHEET

ELEVATIONS

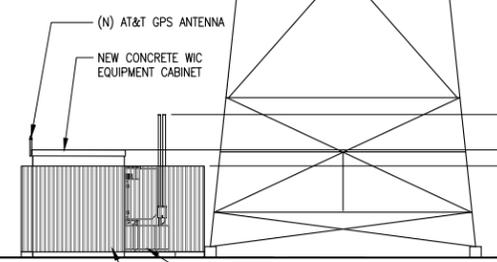
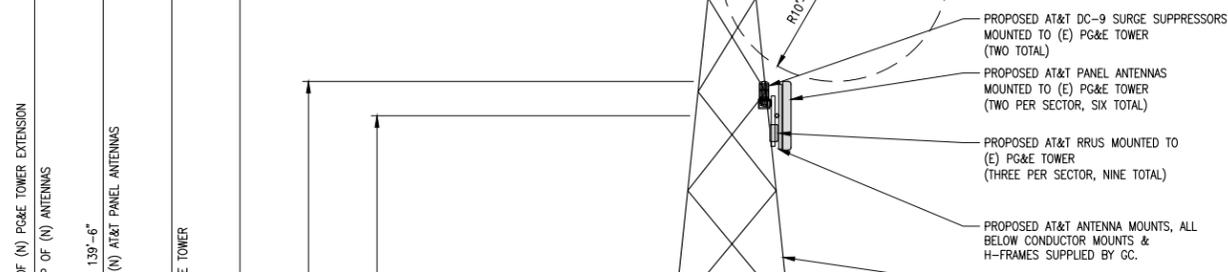
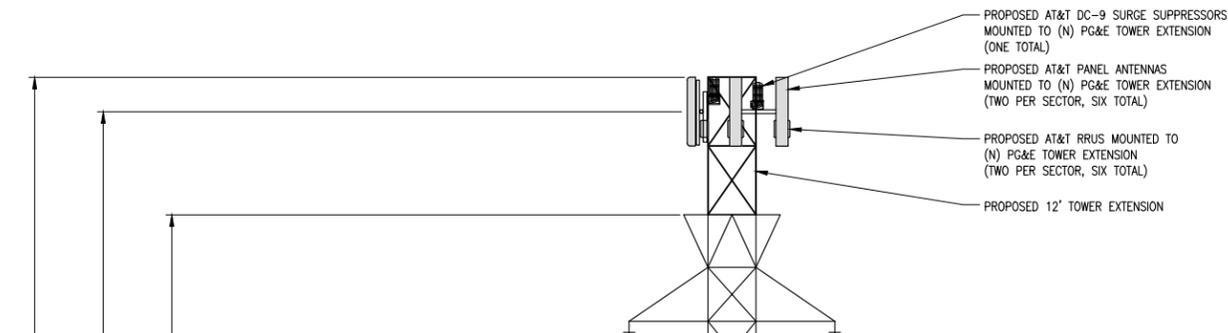
A-5



NORTH EAST ELEVATION

SCALE: 1/8"=1'-0"

2



NORTH WEST ELEVATION

SCALE: 1/8"=1'-0"

1



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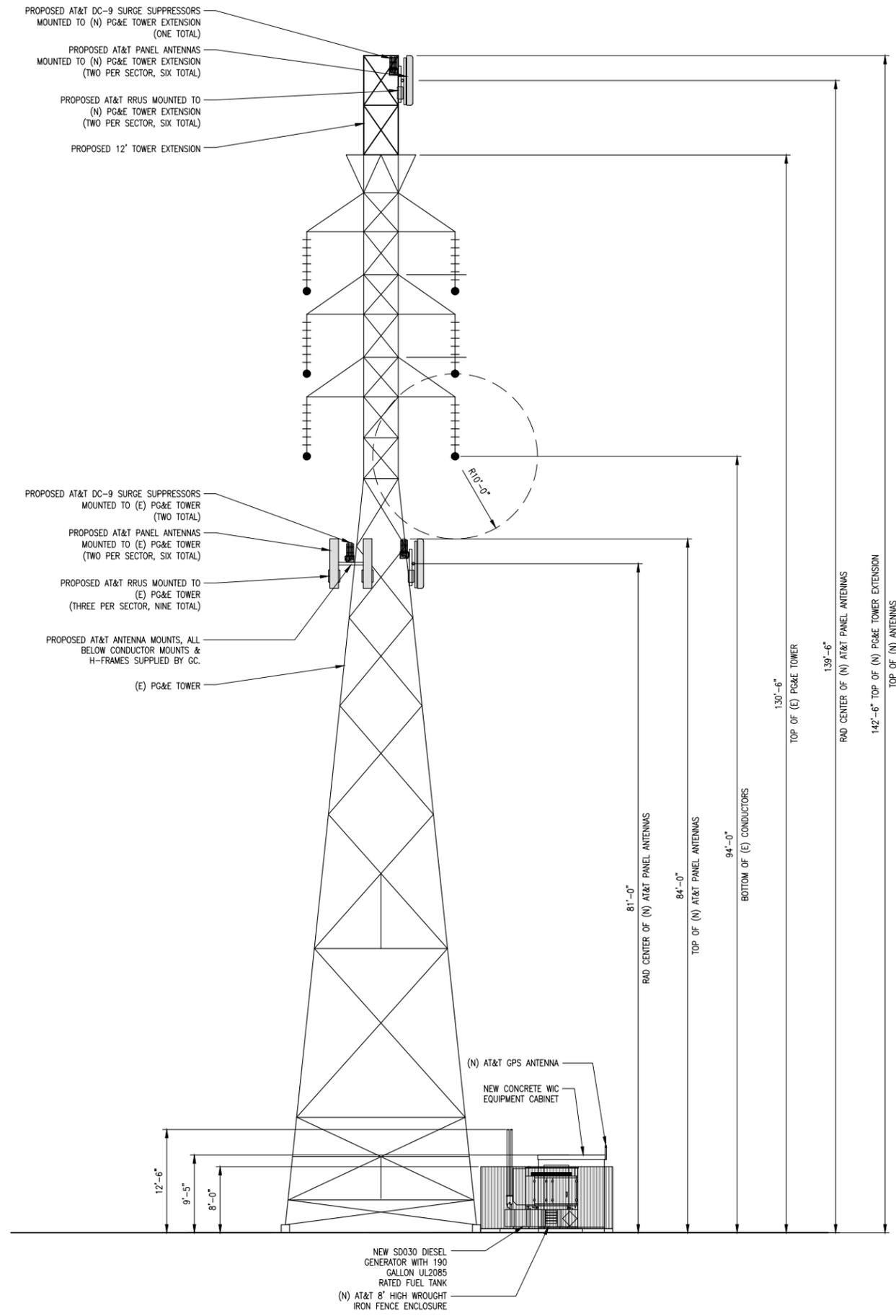
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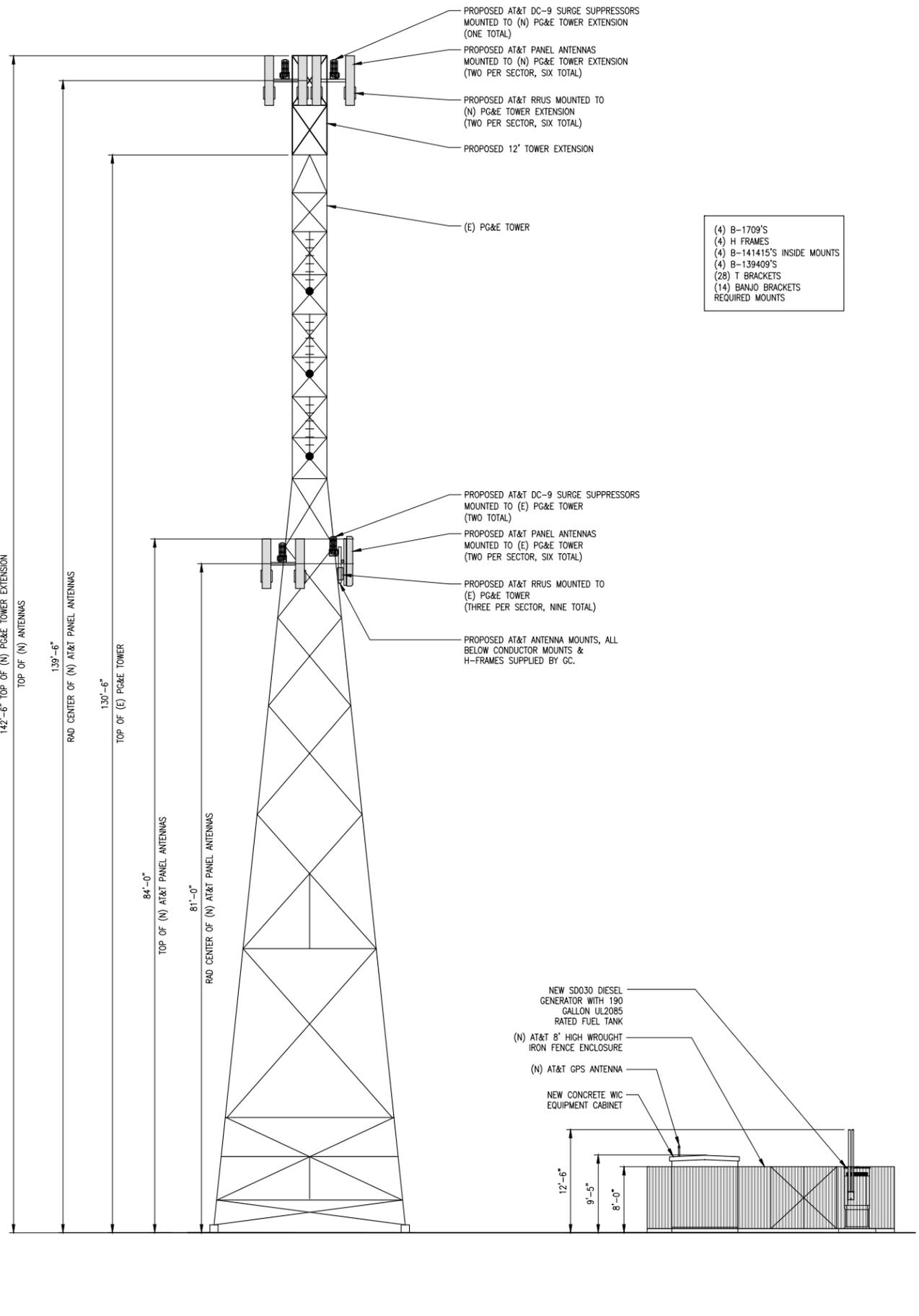
ELEVATIONS

A-6



SOUTH EAST ELEVATION

SCALE: 1/8"=1'-0" 0 4' 8' 2



SOUTH WEST ELEVATION

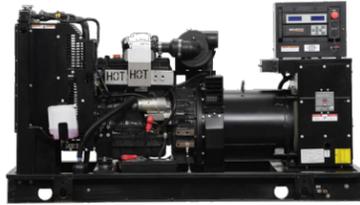
SCALE: 1/8"=1'-0" 0 4' 8' 1

SD030



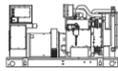
Industrial Diesel Generator Set

EPA Emissions Certification: Tier 4i



Standby Power Rating
30KW 60 Hz

Prime Power Rating
24KW 60 Hz



features

Generator Set

- PROTOTYPE & TORSIONALLY TESTED
- UL2200 TESTED
- RHINOCOAT PAINT SYSTEM
- WIDE RANGE OF ENCLOSURES AND TANKS
- EPA TIER COMPLIANT
- INDUSTRIAL TESTED, GENERAC APPROVED
- POWER-MATCHED OUTPUT
- INDUSTRIAL GRADE
- TWO-THIRDS PITCH
- LAYER WOUND ROTOR & STATOR
- CLASS H MATERIALS
- DIGITAL 9-PHASE VOLTAGE CONTROL
- ENCAPSULATED BOARD W/ SEALED HARNESS
- 4-20mA VOLTAGE-TO-CURRENT SENSORS
- SURFACE-MOUNT TECHNOLOGY
- ADVANCED DIAGNOSTICS & COMMUNICATIONS

benefits

- PROVIDES A PROVEN UNIT
- ENSURES A QUALITY PRODUCT
- IMPROVES RESISTANCE TO ELEMENTS
- PROVIDES A SINGLE SOURCE SOLUTION
- ENVIRONMENTALLY FRIENDLY
- ENSURES INDUSTRIAL STANDARDS
- ENGINEERED FOR PERFORMANCE
- IMPROVES LONGEVITY AND RELIABILITY
- ELIMINATES HARMFUL 3RD HARMONIC
- IMPROVES COOLING
- HEAT TOLERANT DESIGN
- FAST AND ACCURATE RESPONSE
- EASY, AFFORDABLE REPLACEMENT
- NOISE RESISTANT 24/7 MONITORING
- PROVIDES VIBRATION RESISTANCE
- HARDENED RELIABILITY

primary codes and standards



SD030

application and engineering data

ENGINE SPECIFICATIONS	
General	KMC/Generac
EPA Emissions Compliance	Tier 4i emissions
EPA Emissions Engine Reference	See Emissions Data Sheet
Cylinder #	4
Type	In-Line
Displacement - L	2.8
Bore - mm (in.)	90 (3.54)
Stroke - mm (in.)	94 (3.70)
Compression Ratio	21.3:1
Intake Air Method	Turbocharged
Cylinder Head Type	Cast Iron
Piston Type	Aluminum
Engine Governing	Electronic Isochronous
Governor	Electronic Isochronous
Frequency Regulation (Steady State)	+/- 0.25%
Lubrication System	
Oil Pump Type	Gear
Oil Filter Type	Full-Flow
Crankcase Capacity - L (gal)(qt)	6.2 (1.63) (6.52)
Cooling System	
Water Pump	Closed Recovery
Fan Type	Pre-Lubricated Self Sealing Pusher
Fan Speed	2698
Fan Diameter mm (in.)	560 (22.0)
Coolant Heater Wattage	1500
Coolant Heater Standard Voltage	120VAC
Fuel System	
Fuel Type*	Ultra Low Sulfur Diesel Fuel
Fuel Specifications	ASTM
Fuel Filtration (microns)	5
Fuel Inject Pump Make	Bosch
Fuel Pump Type	Engine Driven Gear
Injector Type	Common Rail Mechanical
Engine Type	Direct Injection
Fuel Supply Line - NPT - mm (in.)	7.94 (0.31)
Fuel Return Line - mm (in.)	7.94 (0.31)
Engine Electrical System	
System Voltage	28
Battery Charging Alternator (Amps)	120VAC
Battery Size (at 0 °C)	700/925
Battery Group	27F/31
Battery Voltage	12VDC
Ground Polarity	Negative
ALTERNATOR SPECIFICATIONS	
Standard Model	390
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	< 3.5%
Telephone Interference Factor (TIF)	< 50
Standard Excitation*	Direct
Bearings	Single Sealed Cartridge
Coupling	Direct, Flexible Disc
Load Capacity - Standby	100%
Load Capacity - Prime	100%
Prototype Short Circuit Test	Y
CODES AND STANDARDS COMPLIANCE (WHERE APPLICABLE)	
NFPA 99	
NFPA 110	
ISO 8528-5	
ISO 17084.5	
ISO 3046	
B5514	
SAE J1349	
DIN6271	
IEEE C82.41 TESTING	
NEMA ICS 1	

ALTERNATOR SPECIFICATIONS	
Standard Model	390
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	< 3.5%
Telephone Interference Factor (TIF)	< 50
Standard Excitation*	Direct
Bearings	Single Sealed Cartridge
Coupling	Direct, Flexible Disc
Load Capacity - Standby	100%
Load Capacity - Prime	100%
Prototype Short Circuit Test	Y
CODES AND STANDARDS COMPLIANCE (WHERE APPLICABLE)	
NFPA 99	
NFPA 110	
ISO 8528-5	
ISO 17084.5	
ISO 3046	
B5514	
SAE J1349	
DIN6271	
IEEE C82.41 TESTING	
NEMA ICS 1	

Rating Definitions:
Standby - Applicable for a varying emergency load for the duration of a utility power outage with no overload capability. (Max. load factor = 70%)
Prime - Applicable for supplying power to a varying load in lieu of utility for an unlimited amount of running time. (Max. load factor = 80%) A 10% overload capacity is available for 1 out of every 12 hours.

SD030

operating data (60Hz)

POWER RATINGS (KW)	
Single-Phase 120/240VAC @1.0pf	30 Amps: 125
Three-Phase 120/208VAC @0.8pf	30 Amps: 104
Three-Phase 120/240VAC @0.8pf	30 Amps: 90
Three-Phase 277/480VAC @0.8pf	24 Amps: 36
Three-Phase 346/600VAC @0.8pf	30 Amps: 36

STARTING CAPABILITIES (kVA)	
Standard	35
Upsize 1	40
Upsize 2	40

FUEL	
Fuel Pump Lift - in (m)	36(9)
Total Fuel Pump Flow (Combustion + Return)	4.5 gph

COOLING	
Coolant System Capacity - Gal (L)	2.8 (10.85)
Maximum Radiator Backpressure	1.5" H ₂ O Column

COMBUSTION AIR REQUIREMENTS	
Intake Flow at Rated Power	95 (2.69)

EXHAUST	
Exhaust Flow (Rated Output)	230 (6.5)
Maximum Backpressure	1.5 (5.1)
Exhaust Temp (Rated Output)	850 (454)

ENGINE	
Rated Engine Speed	1800
Horsepower at Rated kW***	51
Piston Speed	1110 (44)

Derating - Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions. Please consult a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, B5514, ISO8528 and DIN6271 standards.

SD030

standard features and options

GENERATOR SET	
GenSet Vibration Isolation	Std
IBC Seismic Certified/Seismic Rated Vibration Isolators	Opt
Extended warranty	Opt
Export boxing	Opt
Gen-Link Communications Software	Opt
Steel Enclosure	Opt
Aluminum Enclosure	Opt
ENGINE SYSTEM	
General	
Oil Drain Extension	Std
Oil Make-Up System	Std
Oil Heater	Opt
Fuel System	
Fuel lockoff solenoid	Std
Secondary fuel filter	Std
Stainless steel flexible exhaust connection	Std
Industrial Exhaust Silencer	Std
Critical Exhaust Silencer	Opt
Flexible fuel lines	Opt
Primary fuel filter	Opt
Single Wall Tank (Export Only)	-
UL 142 Fuel Tank	Opt
Cooling System	
120VAC Coolant Heater	Opt
208VAC Coolant Heater	Opt
240VAC Coolant Heater	Opt
Other Coolant Heater	-
Closed Coolant Recovery System	Std
UV/Ozone resistant hoses	Std
Factory-Installed Radiator	Std
Radiator Drain Extension	Std
Engine Electrical System	
Battery charging alternator	Std
Battery cables	Std
Battery tray	Std
Battery box	Opt
Battery heater	Opt
Solenoid activated starter motor	Std
Air cleaner	Std
Fan guard	Std
Radiator duct adapter	Opt
2A battery charger	Opt
100 UL float/levelize battery charger	Opt
Rubber-booted engine electrical connections	Std
ALTERNATOR SYSTEM	
UL2200 GENprotect™	Std
Main Line Circuit Breaker	Opt
2nd Circuit Breaker	Opt
3rd Circuit Breaker	Opt
Alternator Upsizing	Opt
Anti-Condensation Heater	Opt
Tropical coating	Opt

SD030

dimensions, weights and sound levels

OPEN SET	
RUN TIME HOURS	USABLE CAPACITY (GAL)
NO TANK	L W H WT dBA*
20	54 38 46 2060 80
48	132 38 59 2540
77	211 38 83 2919
109	300 38 83 3042

WEATHERPROOF ENCLOSURE	
RUN TIME HOURS	USABLE CAPACITY (GAL)
NO TANK	L W H WT dBA*
20	54 38 59 2642 77
48	132 38 71 3072
77	211 38 93 3381
109	300 38 93 3344

LEVEL 1 SOUND ENCLOSURE	
RUN TIME HOURS	USABLE CAPACITY (GAL)
NO TANK	L W H WT dBA*
20	54 38 59 2520 68
48	132 38 71 3225
77	211 38 93 3454
109	300 38 93 3497

LEVEL 2 SOUND ENCLOSURE	
RUN TIME HOURS	USABLE CAPACITY (GAL)
NO TANK	L W H WT dBA*
20	54 38 72 3000 66
48	132 38 84 3230
77	211 38 96 3439
109	300 38 96 3502

Specifications characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.

CONSULTANT

APPLICANT

SITE INFORMATION

DESIGN RECORD

PROFESSIONAL STAMP

SHEET TITLE

SHEET



TSJ CONSULTING INC.
30767 Gateway Place #194
Rancho Mission Viejo, CA. 92694



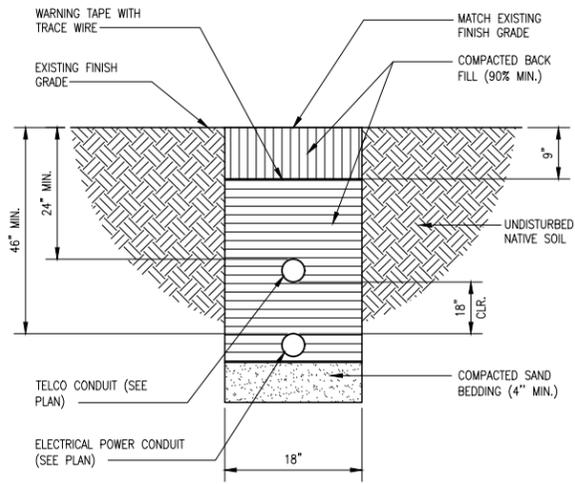
CCL04159
PG&E DOLAN ROAD
745 DOLAN ROAD
MOSS LANDING, CA 95039

REVISIONS

REV	DATE	DESCRIPTION	BY
4	07/23/20	100% ZD	DC
3	07/06/20	100% ZD	DC
2	05/22/20	100% ZD	DC
1	04/23/20	100% ZD	DC
0	04/03/20	90% ZD	DC

GENERATOR SPECIFICATIONS

A-7



TRENCH DETAIL

NO SCALE 5

PANEL 'A' SCHEDULE											
120/240V, 1 PHASE, 3W 200A BUS, 42 KAIC					INTERSECT # MP1220042-3R-B 200A MAIN BKR (COMMERCIAL PWR) 42 KAIC SERIES RATED UL LISTED SERVICE ENTRANCE EQUIPMENT						
MAIN BREAKER RATING (A): 200					SYSTEM VOLTAGE (V): 240						
DESCRIPTION	VA	ctnc	BKR	POSN	L1	L2	POSN	BKR	ctnc	VA	DESCRIPTION
RECTIFIER #1	1752	NC	30	1	1802	2	15	C	50		SMOKE DETECTOR
RECTIFIER #2	1752	NC	30	3	1902	4	20	C	150		LIGHTING
RECTIFIER #3	1752	NC	30	5	2472	6	20	NC	720		CONV OUTLETS
RECTIFIER #4	1752	NC	30	7	1902	8	15	NC	150		EMERGENCY LTG
RECTIFIER #5	1752	NC	30	9	3496	10	40	NC	1744		HVAC #1
RECTIFIER #6	1752	NC	30	11	3496	12	40	NC	1744		HVAC #2 (NOTE 2)
RECTIFIER #7	1752	NC	30	13	2247	14	15	NC	495		FCU #1
RECTIFIER #8	1752	NC	30	15	2247	16	15	NC	495		FCU #2 (NOTE 2)
RECTIFIER #9	1752	NC	30	17	1752	18	40	NC	0		G.F.I. (W.P.)
RECTIFIER #10	1752	NC	30	19	1752	20	40	NC	0		GEN BAT CHARGER
RECTIFIER #11	1752	NC	30	21	1932	22	15	NC	180		GENERATOR HEATER
RECTIFIER #12	1752	NC	30	23	2232	24	20	NC	480		SPACE
RECTIFIER #13	1752	NC	30	25	600	30	20	NC	600		SPACE
RECTIFIER #14	1752	NC	30	27	0	32					SPACE
RECTIFIER #15	1752	NC	30	31	0	34					SPACE
RECTIFIER #16	1752	NC	30	33	0	36					SPACE
RECTIFIER #17	1752	NC	30	35	0	38					SPACE
RECTIFIER #18	1752	NC	30	37	0	40					SPACE
RECTIFIER #19	1752	NC	30	39	0	42					SPACE
RECTIFIER #20	1752	NC	30	41	0	42					SPACE
RECTIFIER #21	1752	NC	30	43	0	42					SPACE
RECTIFIER #22	1752	NC	30	45	0	42					SPACE
RECTIFIER #23	1752	NC	30	47	0	42					SPACE
RECTIFIER #24	1752	NC	30	49	0	42					SPACE
RECTIFIER #25	1752	NC	30	51	0	42					SPACE
RECTIFIER #26	1752	NC	30	53	0	42					SPACE
RECTIFIER #27	1752	NC	30	55	0	42					SPACE
RECTIFIER #28	1752	NC	30	57	0	42					SPACE
RECTIFIER #29	1752	NC	30	59	0	42					SPACE
RECTIFIER #30	1752	NC	30	61	0	42					SPACE
RECTIFIER #31	1752	NC	30	63	0	42					SPACE
RECTIFIER #32	1752	NC	30	65	0	42					SPACE
RECTIFIER #33	1752	NC	30	67	0	42					SPACE
RECTIFIER #34	1752	NC	30	69	0	42					SPACE
RECTIFIER #35	1752	NC	30	71	0	42					SPACE
RECTIFIER #36	1752	NC	30	73	0	42					SPACE
RECTIFIER #37	1752	NC	30	75	0	42					SPACE
RECTIFIER #38	1752	NC	30	77	0	42					SPACE
RECTIFIER #39	1752	NC	30	79	0	42					SPACE
RECTIFIER #40	1752	NC	30	81	0	42					SPACE
RECTIFIER #41	1752	NC	30	83	0	42					SPACE
RECTIFIER #42	1752	NC	30	85	0	42					SPACE
RECTIFIER #43	1752	NC	30	87	0	42					SPACE
RECTIFIER #44	1752	NC	30	89	0	42					SPACE
RECTIFIER #45	1752	NC	30	91	0	42					SPACE
RECTIFIER #46	1752	NC	30	93	0	42					SPACE
RECTIFIER #47	1752	NC	30	95	0	42					SPACE
RECTIFIER #48	1752	NC	30	97	0	42					SPACE
RECTIFIER #49	1752	NC	30	99	0	42					SPACE
RECTIFIER #50	1752	NC	30	101	0	42					SPACE
RECTIFIER #51	1752	NC	30	103	0	42					SPACE
RECTIFIER #52	1752	NC	30	105	0	42					SPACE
RECTIFIER #53	1752	NC	30	107	0	42					SPACE
RECTIFIER #54	1752	NC	30	109	0	42					SPACE
RECTIFIER #55	1752	NC	30	111	0	42					SPACE
RECTIFIER #56	1752	NC	30	113	0	42					SPACE
RECTIFIER #57	1752	NC	30	115	0	42					SPACE
RECTIFIER #58	1752	NC	30	117	0	42					SPACE
RECTIFIER #59	1752	NC	30	119	0	42					SPACE
RECTIFIER #60	1752	NC	30	121	0	42					SPACE
RECTIFIER #61	1752	NC	30	123	0	42					SPACE
RECTIFIER #62	1752	NC	30	125	0	42					SPACE
RECTIFIER #63	1752	NC	30	127	0	42					SPACE
RECTIFIER #64	1752	NC	30	129	0	42					SPACE
RECTIFIER #65	1752	NC	30	131	0	42					SPACE
RECTIFIER #66	1752	NC	30	133	0	42					SPACE
RECTIFIER #67	1752	NC	30	135	0	42					SPACE
RECTIFIER #68	1752	NC	30	137	0	42					SPACE
RECTIFIER #69	1752	NC	30	139	0	42					SPACE
RECTIFIER #70	1752	NC	30	141	0	42					SPACE
RECTIFIER #71	1752	NC	30	143	0	42					SPACE
RECTIFIER #72	1752	NC	30	145	0	42					SPACE
RECTIFIER #73	1752	NC	30	147	0	42					SPACE
RECTIFIER #74	1752	NC	30	149	0	42					SPACE
RECTIFIER #75	1752	NC	30	151	0	42					SPACE
RECTIFIER #76	1752	NC	30	153	0	42					SPACE
RECTIFIER #77	1752	NC	30	155	0	42					SPACE
RECTIFIER #78	1752	NC	30	157	0	42					SPACE
RECTIFIER #79	1752	NC	30	159	0	42					SPACE
RECTIFIER #80	1752	NC	30	161	0	42					SPACE
RECTIFIER #81	1752	NC	30	163	0	42					SPACE
RECTIFIER #82	1752	NC	30	165	0	42					SPACE
RECTIFIER #83	1752	NC	30	167	0	42					SPACE
RECTIFIER #84	1752	NC	30	169	0	42					SPACE
RECTIFIER #85	1752	NC	30	171	0	42					SPACE
RECTIFIER #86	1752	NC	30	173	0	42					SPACE
RECTIFIER #87	1752	NC	30	175	0	42					SPACE
RECTIFIER #88	1752	NC	30	177	0	42					SPACE
RECTIFIER #89	1752	NC	30	179	0	42					SPACE
RECTIFIER #90	1752	NC	30	181	0	42					SPACE
RECTIFIER #91	1752	NC	30	183	0	42					SPACE
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RECTIFIER #93	1752	NC	30	187	0	42					SPACE
RECTIFIER #94	1752	NC	30	189	0	42					SPACE
RECTIFIER #95	1752	NC	30	191	0	42					SPACE
RECTIFIER #96	1752	NC	30	193	0	42					SPACE
RECTIFIER #97	1752	NC	30	195	0	42					SPACE
RECTIFIER #98	1752	NC	30	197	0	42					SPACE
RECTIFIER #99	1752	NC	30	199	0	42					SPACE
RECTIFIER #100	1752	NC	30	201	0	42					SPACE
RECTIFIER #101	1752	NC	30	203	0	42					SPACE
RECTIFIER #102	1752	NC	30	205	0	42					SPACE
RECTIFIER #103	1752	NC	30	207	0	42					SPACE
RECTIFIER #104	1752	NC	30	209	0	42					SPACE
RECTIFIER #105	1752	NC	30	211	0	42					SPACE
RECTIFIER #106	1752	NC	30	213	0	42					SPACE
RECTIFIER #107	1752	NC	30	215	0	42					SPACE
RECTIFIER #108	1752	NC	30	217	0	42					SPACE
RECTIFIER #109	1752	NC	30	219	0	42					SPACE
RECTIFIER #110	1752	NC	30	221	0	42					SPACE
RECTIFIER #111	1752	NC	30	223	0	42					SPACE
RECTIFIER #112	1752	NC	30	225	0	42					SPACE
RECTIFIER #113	1752	NC	30	227	0	42					SPACE
RECTIFIER #114	1752	NC	30	229	0	42					SPACE
RECTIFIER #115	1752	NC	30	231	0	42					SPACE
RECTIFIER #116	1752	NC	30	233	0	42					SPACE
RECTIFIER #117	1752	NC	30	235	0	42					SPACE
RECTIFIER #118	1752	NC	30	237	0	42					SPACE
RECTIFIER #119	1752	NC	30	239	0	42					SPACE
RECTIFIER #120	1752	NC	30	241	0	42					SPACE
RECTIFIER #121	1752	NC	30	243	0	42					SPACE
RECTIFIER #122	1752	NC	30	245	0	42					SPACE
RECTIFIER #123	1752	NC	30	247	0	42					SPACE
RECTIFIER #124	1752	NC	30	249	0	42					SPACE

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Attachment B

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November 9, 2020

Appeal to the Monterey County Board of Supervisors
PG&E (AT&T Mobility) - PLN200128; Zoning Administrator Resolution No. 20-041

Appeal grounds:

- There was a lack of fair and impartial hearing
- The findings and decision are not supported by the evidence
- The decision was contrary to law.
Specifically,
 - The project, county findings, and due process do not comply with ADA/ADAA
 - The findings of approval have substantial errors.
 - Evidence in the record was mischaracterized, and legal duties were evaded.
 - The project application documents themselves have substantial errors/ inaccuracies and omissions.
 - The findings were based on mischaracterizations and omissions of the record.
 - This facility is a large physical structure, is an element of a county-wide project, uses a new pattern of EMF emissions, and is a new network system that will substantially change the human environment. It therefore must undergo CEQA environmental review and doesn't fall under any exempt class.

I ask the Board of Supervisors to grant my appeal, overturn the Zoning Administrator approval, and deny this project. I ask for disabled accommodation.

RESPONSES FROM COUNTY:

Master Response No.1: The Federal Telecommunications Act (TCA) specifically provides: “no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission’s regulations concerning such emissions.” (47 U.S.C. § 332 (c)(7)(B)(iv).) The TCA does not include any exemption from this edict, either for the ADA or any other state or federal law. Further, assuming for sake of argument that Ms. Beety had presented substantial evidence that the facilities at issue directly impacted her, the ADA does not authorize the County to regulate a private activity that arguably has a greater impact on persons with disabilities. The transmission of wireless signals is private activity. The ADA does not apply to private activity regulated by the County under its zoning laws. Additionally, the TCA was enacted after the ADA. Had the federal Congress wished to, it could have excepted RF emissions from this section, but it did not. Finally, Ms. Beety is not without a remedy. The TCA merely prohibits state and local governments from regulating in this area; it gives plenary regulatory authority to the FCC. Consequently, the FCC is the appropriate body to address Ms. Beety’s concerns. Monterey County Code section 20.64.210, “Regulations for the Siting, Design, and Construction of Wireless Communication Facilities,” adheres to TCA limits. Moreover, even if the TCA did not prohibit the County from regulating in this area, Ms. Beety has not produced substantial evidence of either legal thresholds applicable for electromagnetic frequency emissions (EME) for sensitive groups or that the specific wireless communication facilities at issue should be regulated for distance accommodate for people with RF (aka EME) sensitivities. Substantial evidence of both points is, at a minimum, necessary to meet Ms. Beety’s burden on appeal.

Master Response No. 2: County’s review and recommendation for approval of the project stems from careful review of the site plan, elevations, photo simulations, RF report, and analyses of such in relation to the zoning district, Zoning Code, Noise Ordinance, and the North County Land Use Plan. As to the zoning district in general, the development is allowed with a Coastal Development Permit. Further, the project conforms to each requirement of the relevant section of the Monterey County Code, i.e. sections 20.16.050 and .060 and section 20.64.310. As to the North County Land Use Plan, the project meets its Visual Resources Policies; no other Coastal policies relate to the project’s location or design. The project is consistent with the County noise ordinance and the 1982 General Plan. Views from State Route 1 (a scenic highway) are protected, consistent with the North County Land Use Plan and MCC section 20.64.310. The visual impact of the co-location on the rear steel lattice tower on parallel PG&E power lines was assessed by staff and the North County LUAC and found to be insignificant. County staff found the company name chosen for the Planning project name satisfactory, understanding that County has effective administrative and legal procedures in place to identify permit holders and signatories of indemnification agreements. (See Resolution Finding 2 Consistency for specific code sections and consistency.)

Master Response No. 3: The appellant contends this project is not categorically exempt from CEQA because it is large (as measured by the emissions area), rather than small and meeting Class 3 exemption status. Ms. Beety further contends that the project does not fall within one of the exceptions from categorical exemptions set forth in CEQA Guideline section 15300.2 due to the project’s potential impacts to the environment. As to the former contention, CEQA Guidelines section 15303, the Guideline upon which the County relies, expressly applies to small *structures*. There is no indication in that section that the purported size of a project’s *emissions area* is relevant to the determination whether an exemption applies. Ms. Beety has produced no evidence to rebut the County’s conclusion that the project is a “small structure” within the meaning of CEQA Guidelines. As to the latter claim, the project will not have a significant effect on the environment. The RF report that was prepared meets FCC standards and was signed by Michael McGuire, a certified electrical engineer. Pursuant to MCC section 20.64.310.C, *Regulations for the Siting, Design and Construction of Wireless Communication Facilities*, County found that the project would comply with applicable FCC rules, regulations, and standards. The project’s RF report, which the County accepts as persuasive evidence, indicates that the proposed project would not have a significant impact on human health. The project is consistent with all County zoning regulations. As discussed in more detail in the Resolution Findings, The incremental effect of this project is not “cumulatively considerable” as defined in section 15065(a)(3) of the CEQA Guidelines, there are no historical resources and no hazardous waste sites involved. There is no reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.

Master Response No. 4: To demonstrate prejudicial bias under applicable law, Ms. Beety would need to show either actual bias, based on clear evidence, or an unacceptable probability of actual bias on the part of the Zoning Administrator. (*Petrovich Development Co., LLC v. City of Sacramento* (2020) 48 Cal.App.5th 963, 973-974.) Ms. Beety has not provided substantial evidence on either point. Ms. Beety has not produced the necessary “concrete facts” demonstrating a conflict of interest or personal bias of the Zoning Administrator with respect to either her or her condition. Similarly, Ms. Beety has not shown that this situation resulted in an intolerable probability of actual bias on the part of the Zoning Administrator. Moreover, the Zoning Administrator provided Ms. Beety with a full and fair opportunity to appear at the hearing and present her arguments, both orally and in writing. County noticed all public hearings on this project. Further, the Zoning Administrator invited public comment in written and oral form. Those comments were presented to the decisionmaker. Indeed, Ms. Beety testified at the September 24th and

October 29th, 2020 hearings and Ms. Beety's September 23 and 30, 2020 emails were attached to the October 29 staff report as Exhibit H. Additionally, Staff responded to written comments in writing and as part of the staff presentation at the hearings. The Zoning Administrator indicated that he seriously considered the evidence presented, indicating that he "weighed heavily on this ADA issue" but, without substantiating evidence, he could not find any reason to deny the project.

ADA/ADAA AND DISABLED ACCESS

I am disabled by electromagnetic sensitivity. This facility would create a barrier blocking my access to the public's rights-of-way, to my health professionals, and to the ocean. Due to the new signal characteristics for this facility and any proposed future additions, it would have unknown worsening effects to my medical condition, blocking my ability to use the roads in the vicinity.

See Master Response (MR) No. 1.

This would also forever block any possibility of access to low income housing which I am qualified for and interested in obtaining, in violation of FHA/FHAA.

Response: By adhering to TCA statutes on local land use decisions on wireless communication facilities, County does not block access to any individual interested in obtaining low income housing.

This was no fair or impartial hearing. County staff falsified my statements in the record and mischaracterized them in their responses. References to ADA/ADAA, disability, discrimination, and disabled accommodation were redacted by the Zoning Administrator and staff.

See Master Response (MR) No. 1 and No. 4. County did not falsify statements, but produced them in the record as Exhibit H to the project staff report on October 29, 2020. The hearing was fair and impartial – it was duly noticed, public comment was accepted and acknowledged and, to the best ability of County, addressed in the hearing. To the extent Ms. Beety felt that any characterization of her arguments or paraphrasing was incorrect, she had a full and fair opportunity to explain these points to the Zoning Administrator.

Planner Mary Israel wrote me right before the October 29 hearing: "Monterey County takes all comments seriously and we have discussed the applicability of the American's with Disabilities Act (ADA) as it relates to the proposed wireless communications tower.

As discussed in the staff report, the County is precluded from regulating wireless facilities on the basis of radio frequencies...”

By taking this position, the county is violating and challenging the Americans with Disabilities Act/ADA Amendments Act and state equivalent laws as well as California Civil Code 54.1 and Public Utilities Code 7901, and federal telecommunications rules which I provided to county counsel including Section 414 which specifically states that “nothing in this chapter contained shall in any way abridge or alter the remedies now existing at common law or by statute, but the provisions of this chapter are in addition to such remedies.” The county is also frustrating the goals of these laws.

No consideration was given to the least intrusive means standard that would not interfere with my access, such as signal boosters for those who want improved service, People don't typically connect to cell towers while home, using their Wi-Fi network instead for phones and wireless devices. Applicant's statement of projected needs is simply a marketing statement. The Telecommunications Act doesn't guarantee applicants' business plans.

See Master Response No. 1. County correctly adhered to TCA statutes on local land use decisions on wireless communication facilities. County read the section that the appellant refers to here, and “but the provisions in this chapter” refer directly to (47 U.S.C. § 332(c)(7)(B)(iv)), which prohibits local governments from regulating the placement, construction, and/or modification of personal wireless service facilities based upon the environmental effects of RF emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

No information was reported that the surrounding neighborhoods were canvassed or provided due process notification in case people disabled by electromagnetic sensitivity or other EMF-sensitive medical conditions including cancer, medical implants, metal implants, or nerve damage live, work, or travel in the vicinity per the FHA and the Fair Housing Amendments Act. I gave you notice in 2017 that people in the county are disabled by EMS, and the county agreed with me that inclusionary policies should be adopted. Additionally, the county is discriminating against disabled people in its land use policies affecting private property, by providing 1500' notification for healthy landowners in some areas of the county but only 300' for others.

See Master Response No. 1. County correctly adhered to TCA statutes on local land use decisions on wireless communication facilities. County was not required by local ordinance or other applicable law to canvas the neighborhood. Furthermore, such information could not inform the County decision on the project due to (47 U.S.C. § 332(c)(7)(B)(iv)), which prohibits local governments from regulating the placement, construction, and/or modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

FINDINGS IN ERROR:

Finding #1 Project Description: Application is incomplete and incorrect

A) Incorrect name for applicant – the wireless carrier

At least five different names are given in application materials and county documents for the applicant. I raised the issue of the correct name to the Zoning Administrator.

- Project plans give the applicant name as AT&T mobility corp (sic) and AT&T Mobility. There are no such companies registered with the Secretary of State to do business in California.
- The site coverage map has the name AT&T. There are 16 registered corporate names and 20 registered LP/LLCs that have AT&T and/or AT&T Mobility in the name.
- The project RF report has the name AT&T Mobility, LLC. AT&T Mobility LLC without a comma is registered with the state of California.
- The application project description by the contractor uses the name New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility (“AT&T”). This New Cingular name without the DBA is registered with the state of California.
- In a 10-29 letter to me, the county planner used AT&T Mobility (New Cingular).
- The signed resolution by the Zoning Administrator uses AT&T Mobility.

Which is the correct name of the applicant that is registered to do business in California with the Secretary of State? There can be no legal application by entity AT&T Mobility.

Which company would provide the wireless services to customers from this site, pay the bills, and defend the county in any court proceedings? What is a limited liability company?

The Zoning Administrator did not address this confusion over the wireless carrier.

Does the county regularly check names on applications to make sure they are registered to do business in the state of California and are not shell corporations, and also that applications, representations, and indemnification agreements are signed by the correct parties with legal responsibility? I included additional questions in my letter dated 10/28/20.

Response: County has effective administrative and legal procedures in place to identify permit holders and signatories of indemnification agreements.

B) The applicant's photo simulations are not for this project. They are for another transmission tower where a different carrier is located. This error was not spotted by county staff. As a result, there are no photos sims for this project in the application.

Response: Unfortunately, the short turn-around required for wireless communication facility project review, in combination with glitches in the roll out of on-line project application submittal as part of County Planning's response to COVID-19 left a very short window for completeness review. Although staff noticed the slight misrepresentation of the project co-location after the first completeness letter was issued, staff did not deem it a significant barrier to its understanding of the visual impact of the project, which is the main objective of photographic simulations. However, giving the time to prepare for an appeal hearing, the applicant submitted updated photographic simulations which are presented as Attachment D to the project staff report for the appeal hearing.

C) RF report problems:

- The RF report does not provide any estimated exposures off-site at the PROW or at nearby buildings, roads, homes or second story levels. It only provides on-site percentages at utility line level and on site below the antennas.

Response: There are no buildings or homes near the project. The analyst started with ground level at and near the structure location as the first point of modelled exposures. The proposed project was found compliant with FCC exposure limits at that location, so there more extended measurements were unnecessary.

- Estimated exposures at ground levels appear to have been calculated in the null zone of least signal intensity under the facility. The RF report clearly and repeatedly states the calculated levels are on the ground on the site – i.e. on the site of the cell tower – that is, directly underneath the tower.

Response: The report considered the entire ground level plain in the vicinity of the tower.

“...there are no modeled exposures on any accessible utility line level and ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site.” p. 1

“Based on worst-case predictive modeling, there are no modeled exposures on any accessible utility line level and ground walking/working surface related to ATT's proposed

antennas that exceed the FCC's occupational and/or general public exposure limits at this site." p. 5

Based on worst-case predictive modeling, there are no areas at ground/street level related to the proposed AT&T antennas that exceed the FCC's occupational or general public exposure limits at this site. At ground/street level, the maximum power density generated by the antennas is approximately 0.2 percent of the FCC's general public limit (0.04 percent of the FCC's occupational limit)."p. 6

- The RF report also does not provide data on effective radiated power from each antenna and for each direction – eg. 20° azimuth has two antennas and therefore, more ERP in that direction..

Response: Such data are not standard in RF Reports to County, and FCC regulations do not require it.

- The RF report is not prepared by an RF engineer. The preparer has unknown number of hours of study or classes, and unknown certification. An RF engineer only reviewed the report.

Response: County confirmed that the preparer's certification is included in the RF report and that the report was reviewed by professional engineer for accuracy; this is industry standard.

- Errors include the statement that the signal is propagated best on "line of site" paths. This may be a mistake for "line of sight". A claim of "low power" is not made in relation to any biological standard. The report claims "there are no microwaves installed at this site". Microwave radiation, commonly defined as 300 MHz to 300 GHz, is the nature of what this facility does. What is the report writer believe they are transmitting if not microwaves?

Response: Microwave dish antennas are designed for point-to-point operations at the height of the installed equipment rather than ground-level coverage. There are no microwave dish antennas in this project. The radiofrequencies used by AT&T in this area operate within a frequency range of 700-1900 MHz (EBI Consulting, RF-EME Compliance Report for this project, Attachment C). Microwave frequencies are a shorter-wavelength subset of radiofrequency (Environmental Health and Safety website, <https://ehs.lbl.gov/resource/documents/radiation-protection/non-ionizing-radiation/radiofrequency-and-microwave-radiation/>).

- Another very significant error is “There are no other wireless carriers with equipment installed at this site”. Immediately adjacent to this site is another PG&E transmission tower with wireless facilities. This was discussed in testimony and project plans.

Response: County has required the applicant to update the RF Report to account for this issue and to confirm that the co-location wireless communication facility on a nearby PG&E lattice tower is included in the site assessment. The updated RF Report is attached to this staff report.

- No cumulative exposure was assessed with the adjacent tower and other neighborhood microwave sources.

Response: Cumulative exposure modelling is part of standard RF reports and was included in the report for this project.

- No actual on-site visit or measurements were made. Preparer states this was theoretical modeling and she relied on AT&T representations. Therefore, this report cannot be relied on for accurate calculations or measurements of RF levels.

Response: Onsite measurement to confirm exposures are at acceptable levels will be performed and is included in a standard County wireless communication facility, Condition No. 9.

- The preparer made statements she is unqualified to make: “MPE limits are designed to provide a substantial margin of safety. These limits apply for continuous exposures and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health.” These are claims made by entities with no medical or biological expertise, and they have been debunked by experts including those at the EPA. “MPE limits” do not apply to disabled people like myself.

Response: These statements are derived from FCC’s OET 65 Bulletin which sets guidelines for human exposure to radio frequency electromagnetic fields. See also Master Response No. 2

Finding #2 Consistency: Project is inconsistent.

The project is not consistent with county rules and zoning nor is it appropriate, because it does not comply with various state and federal laws, including Public Utilities Code 7901, the ADA/ADAA, FHA/FHAA, California Civil Code 54.1, and the federal Migratory Bird Act.

The North County Land Use Plan states:

The [Coastal] Act established a framework for resolving conflicts among competing uses for limited coastal lands.

The highest priority is placed upon the preservation and protection of natural resources including environmentally sensitive habitat areas, i.e., wetlands, dunes, and other areas with rare, endangered, or threatened plant and animal life.

.....However, much of North County is not appropriate for such development due to the sensitivity of its natural resources which may not tolerate continued encroachment of residential development. Policies set forth in this plan are intended to protect the vast resources of this area through sensitive and responsive land use, development, and conservation.¹ [emphasis added]

Response: There is no evidence that the project, which is a small structural development as a co-location of wireless communication facilities and small support ground-based structures, would encroach on residential development or have a use that would conflict with the preservation and protection of natural resources such as the wetlands, dunes, and other areas with rare, endangered, or threatened plant and animal life. See also Master Response No. 2 and 3.

As I provided to the Zoning Administrator and County Counsel, the Telecommunications Act Section 601(c)(1) – no implied effect -- and 47 U.S.C. § 414 – remedies in this Act not exclusive – protect other local, state, and federal laws. This is what an ordinary person like me can find in the laws. This information was rebuffed.

Response: County has not located any “Section 601(c)(1)” of the TCA. 47 U.S.C. section 601 has only subdivisions (a) and (b). Those subdivisions relate to the Interstate Commerce Commission and Postmaster General, they are not relevant here. 47 U.S.C. section 414 provides that nothing in the TCA “shall in any way abridge or alter the remedies now existing at common law or by statute, but the provisions of this Act are in addition to such remedies.” Ms. Beety does not explain how this provision applies here. She does not identify of what remedies she is speaking, making a complete response untenable. Regardless, the TCA’s express prohibition on regulation of the placement, construction, and/or modification of personal wireless service facilities based upon the purported environmental effects of RF emissions controls here. That prohibition does not relate to remedies. Rather, it bars the County from regulating specific behavior. To the extent that any conflict between these provisions arguably exists, “it is a commonplace of statutory construction that the specific governs the general. . .” (Morales v. TWA (1992) 504 U.S. 374, 384 [112 S.Ct. 2031, 2037, 119 L.Ed.2d 157, 168].) Consequently, TCA section 332(c)(7)(B)(iv), which provides clear direction on a specific regulatory topic, the environmental effects of RF transmissions stemming from personal wireless facilities, governs the more general terms in TCA section 414. Please also refer to Master Response No. 4.

c) states “The project will not result in any impacts to biological or archaeological resources.” This is false. This project is commercial encroachment. County staff ignored the nearby sloughs including the Moro Cojo Slough and the migratory bird flightpaths through the area. (also see below)

The county controls the public’s rights-of-way (PROW) and must make sure that uses of the PROW do not incommode the public, per PUC Section 7901. The California Supreme Court recently opined:

The parties also agree that the franchise rights conferred are limited by the prohibition against incommoding the public use of roads, and that local governments have authority to prevent those impacts.

... Obstructing the path of travel is one way that telephone lines could disturb or give inconvenience to public road use. But travel is not the sole use of public roads; other uses may be incommoded beyond the obstruction of travel. (T-Mobile West, at pp. 355-356.) For example, lines or equipment might generate noise, cause negative health consequences, or create safety concerns. All these impacts could disturb public road use, or disturb its quiet enjoyment. (p. 8-9) 2

This tower at this location intrudes onto the PROW and incommodes me as a disabled person, with known and unknown exacerbation effects to my disability due to new signal characteristics and frequencies.

Response: The appellant again attempts to refute Finding 2. However, her arguments erroneously assume that County can regulate the siting of wireless communication facilities based on RF emissions. The TCA preempts any authority that County might otherwise have to regulate RF emissions based upon environmental concerns. (47 U.S.C. § 332(c)(7)(B)(iv).)

“No conflicts were found to exist” is false. Additional information is in the attached letters The General Plan, Zoning Ordinance, North County Land Use Plan, and all county rules must be consistent with state and federal rules and therefore 2a) is incorrect, and this project is inconsistent with county rules and in conflict.

See Master Response Nos. 2 and 3. County disagrees. Staff review found no such inconsistency. The appellant’s contrary statement is not supported by substantial evidence. Further, the County is precluded by the TCA from regulating RF emissions based upon environmental concerns. (47 U.S.C. § 332(c)(7)(B)(iv).) Any such issues are properly within the FCC’s, not the County’s, purview.

Finding #3 Suitability: Site is not suitable.

California Supreme Court opinion, T-Mobile West LLC et al. v City and County of San Francisco et al, April 4, 2019, p. 7, 9

The ZA stated that the site is physically suitable, also saying “b) “Staff identified no potential impacts to... Biological Resources or environmental constraints that would make the site unsuitable for the proposed wireless communication facility.”.

This is false. The site is immediately adjacent to the public rights-of-way and near homes. The county did not mention or appear to investigate the impacts of this facility on migratory birds, despite the federal Migratory Bird Act. It is near the Moro Cojo Slough and the network of sloughs that include Elkhorn Slough and the path of migratory birds. Burrowing owls live in this area and possibly on the applicant’s site.

Response: As conditioned, the project will have no potential impacts to Biological Resources at the site. MCC Title 20 does not require review of co-location projects in relation to the Migratory Birds Act. See also Master Response Nos. 2 and 3.

1 http://www.co.monterey.ca.us/planning/docs/plans/NC_LUP_complete.PDF p. 27, 30

2 <https://www.courts.ca.gov/opinions/documents/S238001.PDF>

See the Department of Interior 2014 comments on bird injuries and deaths caused by telecommunication towers to the Department of Commerce on FirstNet communication towers -- http://www.ntia.doc.gov/files/ntia/us_doi_comments.pdf

These comments also stated “...the electromagnetic radiation standards used by the Federal Communications Commission (FCC) continue to be based on thermal heating, a criterion now nearly 30 years out of date and inapplicable today.”

Response: This co-location project is not a new tower, and any harm to birds due to RF emissions will be regulated by the FCC. After review of the project, the County concludes that the project would comply with FCC RF emissions standards. See also Master Response Nos. 2 and 3.

Finding #4 Health and Safety: Project is a public health nuisance and has safety impacts.

a) Departments reviewed the project “to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood”, but ignored substantial evidence presented to the county. The County Health Officer made no review on record, and a representative from the office made errors in her comments and ignored ADA/ADAA. County counsel did not provide any written comments for the record and only second-hand or third-hand comments were made which challenged ADA/ADAA and other federal and state rules that this ordinary person raised.

Would the county redline these housing areas and say that people such as me cannot live there or visit there, in violation of FHA/FHAA?

The county is implicitly restricting access to public roads, in violation of state rules, and directly challenging California Civil Code 54.1.

Response: The RF Report for the project concluded that there is no danger of adverse health, safety, and welfare of the general population. County Health Planning, Evaluation and Policy Manager Krista Hanni gave testimony in the October 29, 2020 Zoning Administrator hearing that she conducted a literature review and that two reports, one systematic review in 2011 and another specific paper in 2019, showed no basis for a connection between wireless communication facilities on towers and electromagnetic sensitivities. Therefore, there is no reason for County to “redline” the housing development in the area of Dolan Road. Krista Hanni was not asked to address the ADA compliance question. County Counsel did review the access to the public road question and informed staff that access to the County ROW is not restricted by this project as the project review is limited by the TCA: ““no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission’s regulations concerning such emissions.” (47 U.S.C. § 332(c)(7)(B)(iv).) See also Master Response Nos. 1, 2, 3 and 4.

c) The RF report is not an “engineering analysis” because it was not prepared by an engineer. It was missing data and had errors. See discussion of Finding 1 (C).

Response: County confirmed with the applicant that all the wireless carriers near the project site were included in the modelled cumulative RF. County confirmed that the report was reviewed and certified by a licensed RF engineer, which is industry standard. See also Master Response No. 3.

d) “Regulating” – A plain reading by an ordinary person like myself of the federal telecommunications provisions including 332(c) discovers that the authority of local governments is preserved in decisions. My request was and is that the county makes a decision on this site. I am not requesting that the county to remove all cell towers. I am asking for this decision. A decision is not a regulation. A decision is for this project.

Section 332(c)(7)(A) and (B) of the Telecommunications Act, under “preservation of local zoning authority” states

(A) General authority

Except as provided in this paragraph, nothing in this chapter shall limit or affect the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless service facilities.(emphasis added)

What I am requesting is not restricted or preempted, according to a plain reading of 332(c)(7)(B). Wireless service exists in the county and in this area. A denial is not a prohibition or denial of service. The county has not responded to this law.

Response: The TCA section Ms. Beety refers to states “. . . no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission’s regulations concerning such emissions.” (47 U.S.C. § 332(c)(7)(B)(iv).) and therefore the County is prohibited from applying local or state laws to regulate RF emissions on the basis of their purported environmental effects. Please also refer to Master Response No. 4.

Congress stated that the first factor the FCC must consider is whether actions will promote the safety of life and property.

47 U.S. Code § 332 - Mobile services

(a) Factors which Commission must consider In taking actions to manage the spectrum to be made available for use by the private mobile services, the Commission shall consider, consistent with section 151 of this title, whether such actions will—

(1)

promote the safety of life and property;

This project does not promote the safety of my life. But the county ignored Congressional intent and federal laws in making this decision.

Response: The question what factors the FCC must consider in regulating certain actions is not pertinent here. This appeal is of a County action.

e) Here again, the Zoning Administrator mischaracterized and reworded the issues I raised as “concerns” and “perceptions”, instead of ADA/ADAA issues and requests for ADA accommodation:

“shared concern for health of persons with electromagnetic sensitivity passing by the wireless communications facility...”

”the concerns stated in the letters do not provide substantial evidence for denial of the project”

“the member of the public was concerned with a perceived limited access to the roadway”

He censored my repeated statements about ADA/ADAA, disability, and discrimination issues in his response. By doing so, he blocked the assertion of my disabled rights.

What he has done is unlawful and might be illegal.

Response: The Zoning Administrator did not censor any statements, although he may have rephrased some statements and it was neither ill-intended nor unlawful to do so. Instead, he referred to the in-hearing testimony of the Monterey County Health Office Representative, Krista Hanni, as the County’s address of the health and safety issues that were raised, and the staff report’s reference to County Counsel’s response to ADA regulation as it pertains to County road access. See also Master Response No. 4.

Contrary to the Zoning Administrator allegations, I provided substantial evidence for denial of this project in three separate letters that are attached and in testimony at county hearings. He denies evidence regarding ADA access issues and state and federal rules pertaining to that access, as well as other substantial grounds. I also sent a copy of one of my letters to county counsel.

The Zoning Administrator falsely stated: “The project is not in County right-of-way” when it is clearly so. This is proven by the purpose of the project and by the coverage map. If the project did not extend into the PROW and was strictly sited only on the proposed building site, the public would not be able to receive “in-vehicle” coverage as they are driving in the

PROW on Dolan Road or other roads in the area or in homes that are on the other side of multiple PROWs from the project site. That clearly means PROW location as well as onto other private property. To assert otherwise is absurd and denies the project's purpose. By so intruding onto the PROW, it blocks my access.

Response: The Zoning Administrator did not find the arguments made by the public to have sufficient grounds. Ms. Beety failed to present relevant ADA regulations specific to cell towers. Similarly, Ms. Beety did not present any FCC regulation that contradicts the express preemption of the TCA over local authority concerning the placement, construction, and/or modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions. See also Master Response Nos. 1 and 4.

In addition, he denied what is plainly apparent in the U.S. Access Board NIBS report, claiming: "The report did not make recommendations pertaining to the installation of wireless communication facilities on towers". The report clearly says:

Electromagnetic Fields

For people who are electromagnetically sensitive, the presence of cell phones and towers, portable telephones, computers, fluorescent lighting, unshielded transformers and wiring, battery re-chargers, wireless devices, security and scanning equipment, microwave ovens, electric ranges and numerous other electrical appliances can make a building inaccessible.

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Recommendations for Future Actions

... The Committee acknowledges that while the scientific evidence may be inconclusive about whether ambient electromagnetic fields pose a substantial health risk to the general population, the presence of EMF is an access barrier for people who are electromagnetically sensitive. Therefore, the Committee recommends that measures be taken to reduce EMF whenever possible in order to increase access for these individuals as well as taking a precautionary approach to protecting the health of all.

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Appendix 1 - Site Selection: Potential Sources of Pollutants and EMF.

The Committee recognizes that few, if any, building sites are likely to be free of all the pollutant sources listed below. The recommendation is to minimize proximity to as many of these sources as possible in order to maximize outdoor environmental quality and hence indoor environmental quality.

EMF:

Substations

Cell phone towers Radio towers

...

The Zoning Administrator read the text. I have no explanation except deliberate bias. His findings are not the objective and careful evaluation of project merits and problems, evidence, and laws required of a public official.

Response: County reviewed the NIBS report. The conclusions for protection of individuals who are sensitive to electromagnetic fields was to 1) designate an area in a building where no cellular phones or are to be utilized, allow occupants to unplug computers in that area, and 2) provide signage that cell phones are not allowed in that specific area. There were no recommendations of changes to wireless communication facility placement in the conclusions, and even if there were, consideration and/or implementation of those changes would be within the FCC's, not the County's, purview. See also Master Response No. 4.

Furthermore, the Zoning Administrator did not read the RF report carefully. Under discussion of Finding #1 (C) are the errors I found.

He failed to investigate my statement about ground level calculations being made in the null zone directly under the antennas. He did not require calculations at Dolan Road or at nearest residences including 2nd floor levels as it commonly done in other jurisdictions. Regarding applicant claims about RF exposure, I provided testimony from another similar facility -- photo attached. What is in question is the accuracy of the RF report, not whether the exposure exceeds FCC limits. Due to its errors and omissions, the RF report conclusions should be disregarded.

Further, the RF report did not model cumulative exposure with the adjacent wireless facility, falsely reporting "[t]here are no other wireless carriers with equipment installed at this site". But the Zoning Administrator claimed that it did.

Per the RF report, the worst-case predictive models predicted there are no areas at ground/street level that exceed the FCC's occupational or general public exposure limits at this site, including the proposed AT&T antennas combined with an existing facility on a nearby tower.

He did not require cumulative exposure for these two facilities.

Response: County confirmed with the applicant that all the wireless carriers near the project site were included in the modelled cumulative RF in the report attached to this Board of Supervisors staff report. County confirmed that the report was reviewed for accuracy by a licensed RF engineer, which is industry standard. The modelled data is theoretical. Consequently, the applicant agreed to site-specific testing as a project condition of approval number 9. See also Master Response No. 2.

The FCC limits, as the Zoning Administrator himself stated, are for the general public. I am not the general public. I am a disabled person. And he and the county appear to stand between me and the Department of Justice, Congress, the state of California, and my doctor to deny me my civil rights.

Response: The FCC regulations of radio frequency emissions and their effect on public health are beyond the jurisdiction of the County. The Zoning Administrator addressed the RF report within the narrow confines of his jurisdiction, which is to attest that the reports and documentation show that the applicant will adhere to FCC regulations. See also Master Response Nos. 1, 2, 3 and 4.

f) The applicant recognized some effects to workers.

The subcontractor inappropriately inserted himself into this topic but himself admitted health effects to some workers, saying there's always "one-offs".

When the Zoning Administrator opines on health, he is speaking outside his qualifications. I am not aware that he is a doctor or an expert in FCC rules. The findings state: "The limit is for continuous exposure, not for short windows of time as would be experienced by a walker or driver on the adjacent roadway." The Zoning Administrator ignores that FCC limits are based on short term exposure, and he ignores my disability.

h) Here again, the Zoning Administrator falsified my comments:

"Testimony concerning health and safety received during the Zoning Administrator Meeting on September 24th and October 29th, 2020".

I testified about my disability and the blocked access that would result from this project in violation of ADA and state rules, and also requested disabled accommodation

See Master Response Nos. 1 and 4.

Finding #5 Violations: This property is not in compliance.

The owner/landlord of the subject property has a current tenant that is obstructing the PROW and is a public health nuisance. If this present project is approved, the owner/landlord will have a second non-compliant tenant that is a public health nuisance and will also obstruct the PROW. This property owner is violating my civil rights and state law, and the county is allowing it to do so.

Response: The property is in compliance with all zoning for its district. The RF emissions of the co-located wireless communication facility already on the property are not obstructing the public right of way. Neither the previously-approved project nor the purported behavior of a third-party landlord is not at issue in this appeal. See also Master Response Nos. 1 and 4.

Finding #6 CEQA: This project has adverse environmental effects and is not exempt from CEQA due to new substantial change in the human environment.

The Zoning Administrator states: "California Environmental Quality Act (CEQA) Guidelines §15303 categorically exempts the construction and location of new, small facilities or structures."

But this is a very large physical facility as shown on the coverage map. This physical facility with coherent signal reception is at least a square mile, and likely larger.

This facility is also an element of a new county-wide project – 5G -- and sets precedent for building that project. It uses a new pattern of over-the-air emissions, and as a new network system, will substantially alter the county's human environment which includes my environment and my access to critical spaces. It is also a public health nuisance.

5G has new signal characteristics that have not been safety tested. The FCC is currently reviewing exposure guidelines for 5G frequencies, and is being sued by consumer groups for various approval aspects regarding 5G. It is premature to approve 5G or 5G ready projects in the county.

Due to all these features, this facility doesn't fall under any exempt class, unless cellular/wireless facilities have been specifically exempted under some state rule with which I am not familiar.

California Government Code Section 65850.6(b)(4) also “requires that new facilities that may later have facilities collocated with them [] must undergo CEQA review consisting of the adoption of a negative declaration or mitigated negative declaration, or certification of an environmental impact report.”³

Finally, Brandon Swanson informed me that “minor” changes to facilities do not require county review or permit. This is a complete abdication of the authority delegated by Congress to the county, and it blocks the public from noticing and due process. It also means that “today’s” project approval effectively approves any and all future changes and additions, and carriers are under an honor system to self-police to not exceed “minor” changes, which may not be minor at all to the human environment.

In light of all of these issues, this facility is not exempt and must have CEQA environmental review.

Response: The project was not measured by range of the service it provides, but by its material development on the land. County does not have jurisdiction over the emissions of wireless communication facilities. County may only regulate the project’s physical co-location and the immediate area of the parcel. County reviewed the project in connection with relevant portions of the MCC (specifically, sections in Title 10 and 20), the North County Land Use Plan, and the 1982 General Plan and found the project to be both compliant and consistent with applicable laws and policies, as conditioned. Moreover, County reviewed the project using its in-house CEQA checklist and determined that the project is small-scale development that qualifies for a Class 3 categorical exemption as described in section 15303 of the CEQA Guidelines. Additionally, none of the exceptions under CEQA Guidelines section 15300.2 apply to this project. The project is not located on a hazardous waste site, near a scenic highway or historical resource. The incremental effect of this project is not “cumulatively considerable” as defined in section 15065(a)(3) of the CEQA Guidelines. This project, given its minimal impacts, will not contribute a significant incremental effect in connection with the effects of other past, current or probable future projects. See also Master Response No. 3.

a) The Zoning Administrator excluded all mention of the physical emissions from the facility and the extent of a coherent signal to devices in the surrounding region.

3

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=65850.6

b) The findings state: “No adverse environmental effects were identified during staff review” even though evidence was put in the record that this facility would be a public health nuisance.

As previously stated, the Zoning Administrator ignored the adjacent wireless facility that would “contribute to a cumulative effect.”

Response: The project is not measured by range of the service it provides, but by its material development on the land. County’s task is to review the project within the scope of County analysis. Impacts from emissions are regulated by the FCC. See also Master Response Nos. 2, 3 and 4.

Finally, the facility would be near Highway 1 which is a scenic highway, and would be an access barrier to my use of that scenic highway.

Response: The project was not measured by range of the service it provides, but by its material development on the land. County does not have jurisdiction over the emissions of wireless communication facilities. The review of consistency with the County Code includes scenic highways. However, this project is not close enough to Highway 1 to impact that viewshed. Access to County roads is still allowed under the ADA, as this development is not in the County ROW. See also Master Response Nos. 1 and 2.

Finding #7 Wireless Communications Facilities: This project is not compliant.

g) Noise -- In addition to other noncompliance issues previously discussed, generator noise was downplayed and not sufficiently investigated. Generators have to be tested regularly, for several hours at a time. There is no calculation of what the sound will be like at nearby homes or even at the street. It is unknown if noise levels will comply with the 45 dB night limit. This was not pursued at the hearing, and the findings don’t include compliance with the nighttime limit.

Response: The Zoning Administrator discussed night time noise limits at the October 29, 2020 hearing. Based on the project agent’s testimony, the sound limit was anticipated to be less than 45 dB at the nearest parcel line that included a residence. There are currently no residences within 50 feet of the project. The project will conform to the noise ordinance.

All seven project findings are false.

The paperwork submitted by the applicant is sloppy and gives no confidence on the project. The contractor's WTF report on the project is nearly word-for-word identical to the WTF report submitted on the Tassajara Road cell tower for the same carrier. Casual cookie cutter reports may be appropriate for some simple land use projects in a similar locale and terrain. They are inappropriate for this type of complex project which is completely different in location and tower construction.

It's not clear what the correct applicant name is, no clarification on what company is responsible, or what LLC means in relation to indemnification or county liability.

Another issue is that the servicing crew appears to be located far away in San Ramon in the congested SF Bay region. If so, there is no guarantee how quickly they would respond, if at all, in an emergency.

Attached are my three letters to the Zoning Administrator with additional information and questions, most of which were ignored.

Finally, I request disciplinary action against County Zoning Administrator Mike Novo and the county staff members who falsified the public record and public testimony, blocked my civil rights, ignored evidence in the record, and/or failed in their official duties. By taking these actions, the county evades its duties under state and federal rules. This was no fair or impartial hearing. The public can have no confidence of a fair hearing when staff distorts testimony words into different meanings or censors them outright, or when county officials will not enforce rules. The only possible conclusion is that these actions were to benefit the applicant. It is shameful and outrageous conduct, and an absolute breach of the public trust.

There are substantial grounds for denial including the biased behavior of Mike Novo and other county staff in prejudicial consideration of this project.

Response: Ms. Beety has presented no evidence that the record was falsified. Further, County complied with all noticing and hearing requirements as imposed by applicable law. Finally, although the County takes such allegations seriously and strives to ensure a fair and open

process, which the record indicates occurred here, this appeal is not the appropriate forum to request disciplinary action.

This has been a difficult process. I am very ill due to RF radiation exposure. I have done my best to provide you with specific, accurate, and substantial grounds for my appeal. I apologize for any inadvertent errors.

The project cannot comply with various local, state and federal rules without alteration. I ask the Board of Supervisors to grant my appeal, overturn the Zoning Administrator approval, and deny this project.

Sincerely, Nina Beety

Attached:

Letters to Monterey County Zoning Administrator

Photo of RF exposure from antennas on transmission tower



Attachment C

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Radio Frequency – Electromagnetic Energy (RF-EME) Compliance Report

Site No. CCL04159
MRSFR073692/ MRSFR035306/ MRSFR035326/ MRSFR051915/ MRSFR052245
PG&E Dolan Road
745 Dolan Road
Moss Landing, California 95039
Monterey County
36.79808611; -121.73547778 NAD83
Transmission Tower

The proposed AT&T installation will be in compliance with FCC regulations upon proper installation of recommended signage.

EBI Project No. 6220006336
December 16, 2020



Prepared for:
AT&T Mobility, LLC
c/o Vinculums Services Inc.
1200 Del Paso Road, Suite 150
Sacramento, CA 95834

Prepared by:
 **EBI Consulting**
environmental | engineering | due diligence

TABLE OF CONTENTS

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2.0 AT&T RF EXPOSURE POLICY REQUIREMENTS	5
3.0 WORST-CASE PREDICTIVE MODELING.....	5
4.0 RECOMMENDED SIGNAGE/COMPLIANCE PLAN	7
5.0 SUMMARY AND CONCLUSIONS.....	8
6.0 LIMITATIONS	8

APPENDICES

- Appendix A Personnel Certifications**
- Appendix B Compliance/Signage Plan**

EXECUTIVE SUMMARY

Purpose of Report

EnviroBusiness Inc. (dba EBI Consulting) has been contracted by AT&T Mobility, LLC to conduct radio frequency electromagnetic (RF-EME) modeling for AT&T Site CCL04159 located at 745 Dolan Road in Moss Landing, California to determine RF-EME exposure levels from proposed AT&T wireless communications equipment at this site. As described in greater detail in Section 1.0 of this report, the Federal Communications Commission (FCC) has developed Maximum Permissible Exposure (MPE) Limits for general public exposures and occupational exposures. This report summarizes the results of RF-EME modeling in relation to relevant FCC RF-EME compliance standards for limiting human exposure to RF-EME fields.

This report contains the RF EME analysis for the site, including the following:

- Site Plan with antenna locations
- Graphical representation of theoretical MPE fields based on modeling
- Graphical representation of recommended signage and/or barriers

This document addresses the compliance of AT&T's transmitting facilities independently and in relation to all collocated facilities at the site.

Statement of Compliance

A site is considered out of compliance with FCC regulations if there are areas that exceed the FCC exposure limits and there are no RF hazard mitigation measures in place. Any carrier which has an installation that contributes more than 5% of the applicable MPE must participate in mitigating these RF hazards.

As presented in the sections below, based on worst-case predictive modeling, there are no modeled exposures on any accessible utility line level and ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site.

As such, the proposed AT&T installation is in compliance with FCC regulations upon proper installation of recommended signage and/or barriers.

AT&T Recommended Signage/Compliance Plan

AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, requires that:

1. All sites must be analyzed for RF exposure compliance;
2. All sites must have that analysis documented; and
3. All sites must have any necessary signage and barriers installed.

Site compliance recommendations have been developed based upon protocols presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, additional guidance provided by AT&T, EBI's understanding of FCC and OSHA requirements, and common industry practice. Barrier locations have been identified (when required) based on guidance presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014.

The following signage is recommended at this site:

- Yellow CAUTION 2B sign posted at the base of the transmission tower near the climbing ladder.

The signage proposed for installation at this site complies with AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document and therefore complies with FCC and OSHA requirements. Barriers are not recommended on this site. To reduce the risk of exposure and/or injury, EBI recommends that access to the transmission tower or areas associated with the active antenna installation be restricted and secured where possible. More detailed information concerning site compliance recommendations is presented in Section 4.0 and Appendix B of this report.

1.0 FEDERAL COMMUNICATIONS COMMISSION (FCC) REQUIREMENTS

The FCC has established Maximum Permissible Exposure (MPE) limits for human exposure to Radiofrequency Electromagnetic (RF-EME) energy fields, based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP) and, over a wide range of frequencies, the exposure limits developed by the Institute of Electrical and Electronics Engineers, Inc. (IEEE) and adopted by the American National Standards Institute (ANSI) to replace the 1982 ANSI guidelines. Limits for localized absorption are based on recommendations of both ANSI/IEEE and NCRP.

The FCC guidelines incorporate two separate tiers of exposure limits that are based upon occupational/controlled exposure limits (for workers) and general public/uncontrolled exposure limits for members of the general public.

Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general public/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

General public/uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public would always be considered under this category when exposure is not employment-related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area.

Table I and Figure I (below), which are included within the FCC's OET Bulletin 65, summarize the MPE limits for RF emissions. These limits are designed to provide a substantial margin of safety. They vary by frequency to take into account the different types of equipment that may be in operation at a particular facility and are "time-averaged" limits to reflect different durations resulting from controlled and uncontrolled exposures.

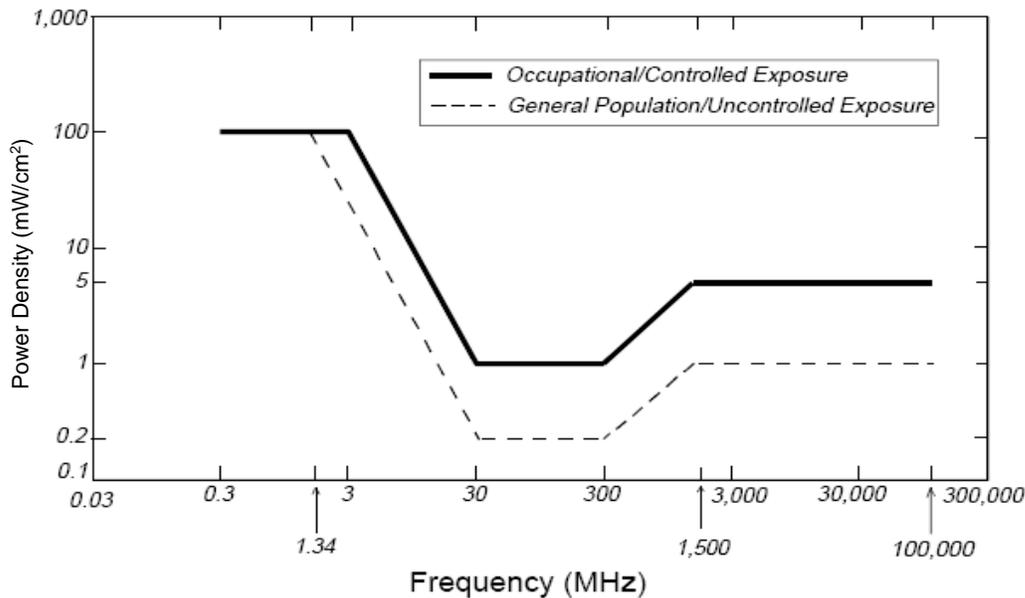
The FCC's MPEs are measured in terms of power (mW) over a unit surface area (cm²). Known as the power density, the FCC has established an occupational MPE of 5 milliwatts per square centimeter (mW/cm²) and an uncontrolled MPE of 1 mW/cm² for equipment operating in the 1900 MHz frequency range. For the AT&T equipment operating at 850 MHz, the FCC's occupational MPE is 2.83 mW/cm² and an uncontrolled MPE of 0.57 mW/cm². For the AT&T equipment operating at 700 MHz, the FCC's occupational MPE is 2.33 mW/cm² and an uncontrolled MPE of 0.47 mW/cm². These limits are considered protective of these populations.

Table I: Limits for Maximum Permissible Exposure (MPE)				
(A) Limits for Occupational/Controlled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time [E] ² , [H] ² , or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f ²)*	6
30-300	61.4	0.163	1.0	6
300-1,500	--	--	f/300	6
1,500-100,000	--	--	5	6

Table I: Limits for Maximum Permissible Exposure (MPE)				
(A) Limits for Occupational/Controlled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time [E] ² , [H] ² , or S (minutes)
(B) Limits for General Public/Uncontrolled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time [E] ² , [H] ² , or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f ²)*	30
30-300	27.5	0.073	0.2	30
300-1,500	--	--	f/1,500	30
1,500-100,000	--	--	1.0	30

f = Frequency in (MHz)
 * Plane-wave equivalent power density

Figure 1. FCC Limits for Maximum Permissible Exposure (MPE)
 Plane-wave Equivalent Power Density



Based on the above, the most restrictive thresholds for exposures of unlimited duration to RF energy for several personal wireless services are summarized below:

Personal Wireless Service	Approximate Frequency	Occupational MPE	Public MPE
Microwave (Point-to-Point)	5,000 - 80,000 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Broadband Radio (BRS)	2,600 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Wireless Communication (WCS)	2,300 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Advanced Wireless (AWS)	2,100 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Personal Communication (PCS)	1,950 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Cellular Telephone	870 MHz	2.90 mW/cm ²	0.58 mW/cm ²
Specialized Mobile Radio (SMR)	855 MHz	2.85 mW/cm ²	0.57 mW/cm ²

Personal Wireless Service	Approximate Frequency	Occupational MPE	Public MPE
Long Term Evolution (LTE)	700 MHz	2.33 mW/cm ²	0.47 mW/cm ²
Most Restrictive Frequency Range	30-300 MHz	1.00 mW/cm ²	0.20 mW/cm ²

MPE limits are designed to provide a substantial margin of safety. These limits apply for continuous exposures and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health.

Personal Communication (PCS) facilities used by AT&T in this area operate within a frequency range of 700-1900 MHz. Facilities typically consist of: 1) electronic transceivers (the radios or cabinets) connected to wired telephone lines; and 2) antennas that send the wireless signals created by the transceivers to be received by individual subscriber units (PCS telephones). Transceivers are typically connected to antennas by coaxial cables.

Because of the short wavelength of PCS services, the antennas require line-of-site paths for good propagation, and are typically installed above ground level. Antennas are constructed to concentrate energy towards the horizon, with as little energy as possible scattered towards the ground or the sky. This design, combined with the low power of PCS facilities, generally results in no possibility for exposure to approach Maximum Permissible Exposure (MPE) levels, with the exception of areas directly in front of the antennas.

2.0 AT&T RF EXPOSURE POLICY REQUIREMENTS

AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, requires that:

1. All sites must be analyzed for RF exposure compliance;
2. All sites must have that analysis documented; and
3. All sites must have any necessary signage and barriers installed.

Pursuant to this guidance, worst-case predictive modeling was performed for the site. This modeling is described below in Section 3.0. Lastly, based on the modeling and survey data, EBI has produced a Compliance Plan for this site that outlines the recommended signage and barriers. The recommended Compliance Plan for this site is described in Section 4.0.

3.0 WORST-CASE PREDICTIVE MODELING

In accordance with AT&T's RF Exposure policy, EBI performed theoretical modeling using RoofMaster™ software to estimate the worst-case power density at the site utility line level and ground-level and/or nearby rooftops resulting from operation of the antennas. RoofMaster™ is a widely-used predictive modeling program that has been developed to predict RF power density values for rooftop and tower telecommunications sites produced by vertical collinear antennas that are typically used in the cellular, PCS, paging and other communications services. Using the computational methods set forth in Federal Communications (FCC) Office of Engineering & Technology (OET) Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields" (OET-65), RoofMaster™ calculates predicted power density in a scalable grid based on the contributions of all RF sources characterized in the study scenario. At each grid location, the cumulative power density is expressed as a percentage of the FCC limits. Manufacturer antenna pattern data is utilized in these calculations. RoofMaster™ models consist of the Far Field model as specified in OET-65 and an implementation of the OET-65 Cylindrical Model (Sula9). The models utilize several operational specifications for different types of antennas to produce a plot of spatially-averaged power densities that can be expressed as a percentage of the applicable exposure limit.

For this report, EBI utilized antenna and power data provided by AT&T and compared the resultant worst-case MPE levels to the FCC's occupational/controlled exposure limits outlined in OET Bulletin 65.

The assumptions used in the modeling are based upon information provided by AT&T and information gathered from other sources. Verizon also has antennas on the adjacent transmission tower. Information about these antennas was included in the modeling analysis.

Based on worst-case predictive modeling, there are no modeled exposures on any accessible utility line level and ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site.

At the nearest walking/working surfaces to the AT&T antennas on the utility line level, the maximum power density generated by the AT&T antennas is approximately 2.35 percent of the FCC's general public limit (0.47 percent of the FCC's occupational limit). The composite exposure level from all carriers on this site is approximately 2.37 percent of the FCC's general public limit (0.47 percent of the FCC's occupational limit) at the nearest walking/working surface to each antenna. It should be noted that percentage of MPE is based on spatially-averaged power densities over a height of six feet, with the height of the utility line being centered within that spatial range. Based on worst-case predictive modeling, there are no areas at ground/street level related to the proposed AT&T antennas that exceed the FCC's occupational or general public exposure limits at this site. At ground/street level, the maximum power density generated by the antennas is approximately 0.07 percent of the FCC's general public limit (0.014 percent of the FCC's occupational limit).

There are no modeled areas on the utility line level and ground that exceed the FCC's limits for general public or occupational exposure in front of the other carrier antennas.

A graphical representation of the RoofMaster™ modeling results is presented in Appendix B.

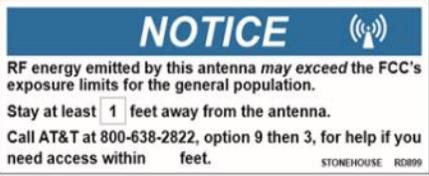
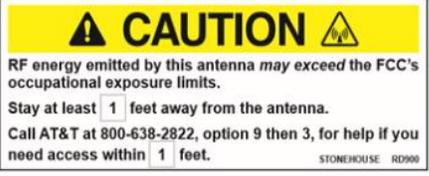
Microwave dish antennas are designed for point-to-point operations at the elevations of the installed equipment rather than ground-level coverage. Based on AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, microwave antennas are considered compliant if they are higher than 20 feet above any accessible walking/working surface. There are no microwaves installed at this site.

4.0 RECOMMENDED SIGNAGE/COMPLIANCE PLAN

Signs are the primary means for control of access to areas where RF exposure levels may potentially exceed the MPE. As presented in the AT&T guidance document, the signs must:

- Be posted at a conspicuous point;
- Be posted at the appropriate locations;
- Be readily visible; and
- Make the reader aware of the potential risks prior to entering the affected area.

The table below presents the signs that may be used for AT&T installations.

CRAN / HETNET Small Cell Decals / Signs		Alerting Signs	
 <p>NOTICE</p> <p>RF energy emitted by this antenna <i>may</i> exceed the FCC's exposure limits for the general population.</p> <p>Stay at least 1 feet away from the antenna.</p> <p>Call AT&T at 800-638-2822, option 9 then 3, for help if you need access within feet.</p> <p>STONEHOUSE RD899</p>	<p>NOTICE DECAL</p>	 <p>TRILINGUAL NOTICE</p>	 <p>NOTICE 2</p>
 <p>NOTICE</p> <p>AT&T operates antennas at this structure.</p> <p><i>Beyond This Point</i> you are entering an area where radio frequency (RF) fields <i>may</i> exceed the FCC General Population exposure limits.</p> <p>Follow safety guidelines for working in an RF environment.</p> <p>Keep ft. away from the fronts of the antennas.</p> <p>Contact AT&T at 800-638-2822, opt. 9, 3 and follow their instructions prior to performing any maintenance or repairs above this point.</p> <p>This is AT&T Site USID </p> <p>STONEHOUSE RD908</p>	<p>NOTICE SIGN</p>	 <p>CAUTION 2 - ROOFTOP</p>	 <p>CAUTION 2A</p>
 <p>CAUTION</p> <p>RF energy emitted by this antenna <i>may</i> exceed the FCC's occupational exposure limits.</p> <p>Stay at least 1 feet away from the antenna.</p> <p>Call AT&T at 800-638-2822, option 9 then 3, for help if you need access within 1 feet.</p> <p>STONEHOUSE RD900</p>	<p>CAUTION DECAL</p>	 <p>CAUTION 2B - TOWER</p>	 <p>CAUTION 2C - PARAPETS</p>
 <p>CAUTION</p> <p>AT&T operates antennas at this structure.</p> <p><i>Beyond This Point</i> you are entering an area where radio frequency (RF) fields <i>may</i> exceed the FCC Occupational exposure limits.</p> <p>Follow safety guidelines for working in an RF environment.</p> <p>Keep ft. away from the fronts of the antennas.</p> <p>Contact AT&T at 800-638-2822, opt. 9, 3 and follow their instructions prior to performing any maintenance or repairs above this point.</p> <p>Cell Site USID </p> <p>STONEHOUSE RD883</p>	<p>CAUTION SIGN</p>	 <p>WARNING 1B</p>	 <p>WARNING 2A</p>

Based upon protocols presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, and additional guidance provided by AT&T, the following signage is recommended on the site:

- Yellow CAUTION 2B sign posted at the base of the transmission tower near the climbing ladder.

No barriers are required for this site. The signage is graphically represented in the Signage Plan presented in Appendix B. It is important to note that this Signage Plan is specific for AT&T antennas only, and does not address RF emissions of other carrier antennas.

5.0 SUMMARY AND CONCLUSIONS

EBI has prepared this Radiofrequency Emissions Compliance Report for the proposed AT&T telecommunications equipment at the site located at 745 Dolan Road in Moss Landing, California.

EBI has conducted theoretical modeling to estimate the worst-case power density from AT&T antennas and other carrier antennas to document potential MPE levels at this location and ensure that site control measures are adequate to meet FCC and OSHA requirements, as well as AT&T's corporate RF safety policies. As presented in the preceding sections, based on worst-case predictive modeling, there are no modeled exposures on any accessible utility line level and ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site.

To reduce the risk of exposure and/or injury, EBI recommends that access to the transmission tower or areas associated with the active antenna installation be restricted and secured where possible. Signage is recommended at the site as presented in Section 4.0 and Appendix B. Posting of the signage brings the site into compliance with FCC rules and regulations and AT&T's corporate RF safety policies. Workers or members of the general public accessing areas directly in front of the other carrier antennas should contact the carrier and/or landlord to determine appropriate setbacks or measures to safely occupy those areas.

6.0 LIMITATIONS

This report was prepared for the use of AT&T Mobility, LLC to meet requirements outlined in AT&T's corporate RF safety guidelines. It was performed in accordance with generally accepted practices of other consultants undertaking similar studies at the same time and in the same locale under like circumstances. The conclusions provided by EBI are based solely on the information provided by the client. The observations in this report are valid on the date of the investigation. Any additional information that becomes available concerning the site should be provided to EBI so that our conclusions may be revised and modified, if necessary. This report has been prepared in accordance with Standard Conditions for Engagement and authorized proposal, both of which are integral parts of this report. No other warranty, expressed or implied, is made.

Appendix A

Personnel Certifications

Preparer Certification

I, Christopher Ilgenfritz, state that:

- I am an employee of EnviroBusiness Inc. (d/b/a EBI Consulting), which provides RF-EME safety and compliance services to the wireless communications industry.
- I have successfully completed RF-EME safety training, and I am aware of the potential hazards from RF-EME and would be classified “occupational” under the FCC regulations.
- I am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation.
- I have been trained in on the procedures outlined in AT&T’s RF Exposure: Responsibilities, Procedures & Guidelines document (dated October 28, 2014) and on RF-EME modeling using RoofMaster™ modeling software.
- I have reviewed the data provided by the client and incorporated it into this Site Compliance Report such that the information contained in this report is true and accurate to the best of my knowledge.



Reviewed and Approved by:



sealed 17dec2020

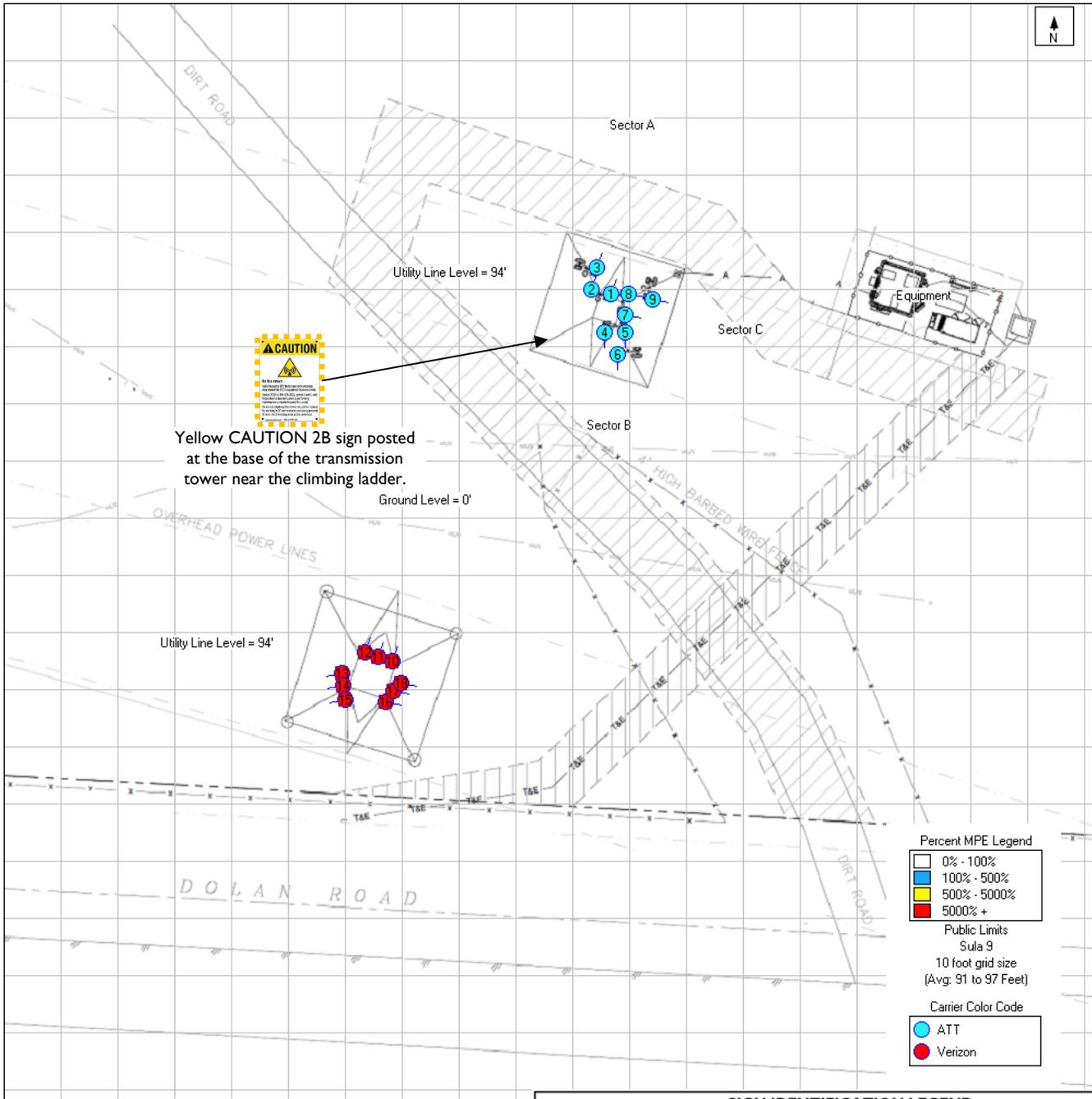
Michael McGuire
Electrical Engineer
mike@h2dc.com

Note that EBI's scope of work is limited to an evaluation of the Radio Frequency – Electromagnetic Energy (RF-EME) field generated by the antennas and broadcast equipment noted in this report. The engineering and design of the building and related structures, as well as the impact of the antennas and broadcast equipment on the structural integrity of the building, are specifically excluded from EBI's scope of work.

Appendix B

Compliance/Signage Plan

Nearest Walking Surface Simulation – Utility Line Level



	Existing Sign
	Proposed Sign
	Installed Sign

SIGN IDENTIFICATION LEGEND			
	AT&T NOTICE 2 Sign		AT&T CAUTION 2 – Rooftop Sign
	AT&T WARNING 1B and 2A Signs		AT&T CAUTION 2B – Tower Sign
	AT&T NOTICE Small Cell Signs		AT&T CAUTION 2C – Parapet Sign
	AT&T CAUTION Small Cell Signs		AT&T TRILINGUAL NOTICE Sign

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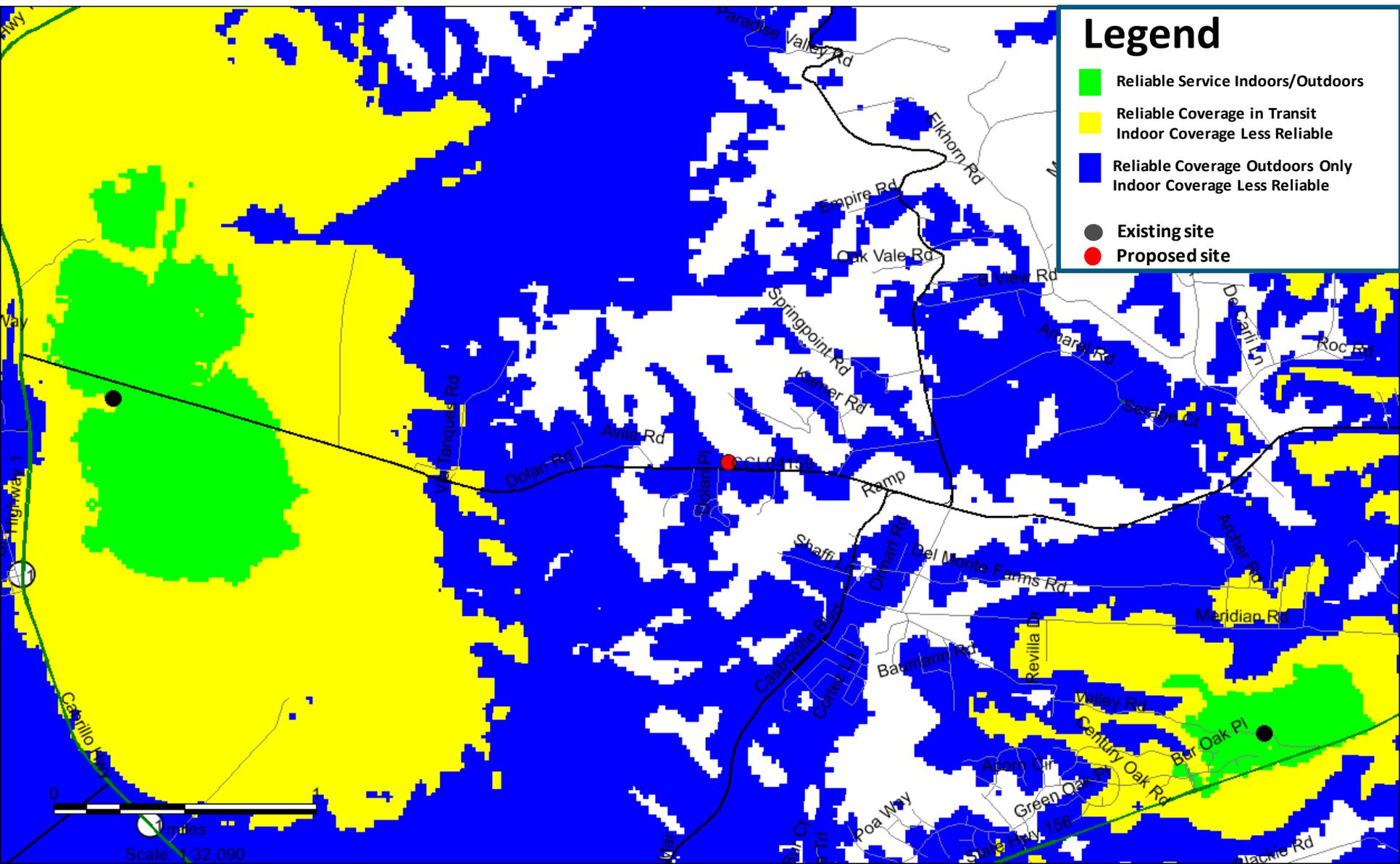
Attachment E

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CCL04159 Coverage Propagation Map

April 16th , 2020

LTE 700 Existing Coverage



Legend

- Reliable Service Indoors/Outdoors
- Reliable Coverage in Transit
Indoor Coverage Less Reliable
- Reliable Coverage Outdoors Only
Indoor Coverage Less Reliable
- Existing site
- Proposed site

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Attachment F

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Moss Landing Wildlife Area

NORTH COUNTY

Elkhorn Slough Nat'l Estuarine Sanctuary

PROJECT SITE

DOLAN RD

Moro Cojo Slough

MERIDIAN RD

CASTROVILLE BLVD

Moro Cojo Park

APPLICANT: PACIFIC GAS & ELECTRIC CO (AT&T MOBILITY)

APN: 131-054-010-000

FILE # PLN200128



Project Site



2500' Buffer



300' Buffer



Attachment G

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MINUTES
North County Land Use Advisory Committee
September 16, 2020

1. Meeting called to order by David Evans at 5:44 pm

2. Roll Call

Members Present:

Sherry Owen, Michael Mastroianni, John Robinett, David Evans, Lesley Noble, D.L. Grier (joined at 6:10 pm) [6]

Members Absent:

Emily Tafoya, Robert MacDonald (2)

3. Approval of Minutes: **TABLED – NO QUORUM**

A. September 2, 2020 Minutes

Motion: _____ (LUAC Member's Name)

Second: _____ (LUAC Member's Name)

Ayes: _____

Noes: _____

Absent: _____

Abstain: _____

4. **Public Comments:** The Committee will receive public comment on non-agenda items that are within the purview of the Committee at this time. The length of individual presentations may be limited by the Chair.

None

5. Scheduled Item(s)



6. Other Items:

A) Preliminary Courtesy Presentations by Applicants Regarding Potential Projects

None

B) Announcements

None

7. Meeting Adjourned: 5:56 pm

Minutes taken by: Lesley Noble



Action by Land Use Advisory Committee

Project Referral Sheet

Monterey County RMA Planning
1441 Schilling Place 2nd Floor
Salinas CA 93901
(831) 755-5025



Advisory Committee: North County

1. **Project Name:** PACIFIC GAS & ELECTRIC CO (AT&T MOBILITY)
File Number: PLN200128
Project Location: 745 DOLAN RD MOSS LANDING
Assessor's Parcel Number(s): 131-054-010-000
Project Planner: MARY ISRAEL
Area Plan: NORTH COUNTY LAND USE PLAN
Project Description: Coastal Development Permit to allow the co-location construction of a 12 foot tower extension for new wireless communications facility on an existing 130.5 foot PG&E lattice tower, increasing the height to 142.5 feet, adding 12 antennas, 15 remote radio units, 3 surge suppressors, an equipment shelter and a backup generator in a new fenced adjacent compound.

Was the Owner/Applicant/Representative present at meeting? YES X NO

(Please include the names of the those present)

Tom Johnson, TSJ Consulting, Inc for AT&T

Was a County Staff/Representative present at meeting? Mary Israel, Yasmeeen Hussain (Name)

PUBLIC COMMENT:

Name	Site Neighbor?		Issues / Concerns (suggested changes)
	YES	NO	
None			

LUAC AREAS OF CONCERN

Concerns / Issues (e.g. site layout, neighborhood compatibility; visual impact, etc)	Policy/Ordinance Reference (If Known)	Suggested Changes - to address concerns (e.g. relocate; reduce height; move road access, etc)
None		

ADDITIONAL LUAC COMMENTS

None

RECOMMENDATION:

Motion by: John Robinett (LUAC Member's Name)

Second by: Michael Mastroianni (LUAC Member's Name)

- Support Project as proposed
- Support Project with changes
- Continue the Item

Reason for Continuance: _____

Continue to what date: _____



Ayes: David Evans, Sherry Owen, D.L. Grier, David Evans, Lesley Noble, Michael Mastroianni (6)

Noes: 0

Absent: Emily Tafoya, Robert MacDonald (2)

Abstain: 0

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Monterey County

Item No.26

Board Report

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

Legistar File Number: RES 21-006

January 12, 2021

Introduced: 12/23/2020

Current Status: Scheduled PM

Version: 1

Matter Type: BoS Resolution

Public hearing to consider an appeal by Lidia Woytak from the November 4, 2020, decision of the Monterey County Chief of Planning approving a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN160608/Bailey) to reduce the overall development footprint of the previously-approved project within the same general footprint of the previously approved project and within existing disturbed and hardscape areas.

[PLN160608-AMD1/La Resaca LLC, 3257 17-Mile Drive, Pebble Beach (APN: 008-461-010-000)]

Proposed CEQA Action: Consider Addendum to previously adopted Mitigated Negative Declaration

RECOMMENDATION:

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

- a. Deny the appeal of Lidia Woytak from the Chief of Planning's November 4, 2020, environmental determination and approval of a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN160608/Bailey);
- b. Consider an Addendum together with a previously adopted Mitigated Negative Declaration for the Combined Development Permit (PLN160608/Bailey);
- c. Approve a Minor and Trivial Amendment (PLN160608-AMD1/La Resaca LLC) to a previously-approved Combined Development Permit (PLN160608/Bailey) for reduction of the overall development footprint by changing from the previously approved project consisting of 2,717 square feet of first floor additions to an existing single-family dwelling and a one-story 1,135 square foot attached 3-car garage, to the amended project consisting of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game room above the proposed garage, within the same general footprint and within the parcels existing disturbed and hardscape areas; and
- d. Adopt a revised Condition of Approval and Mitigation Monitoring and Reporting Plan (MMRP) for the amended project (PLN160608-AMD1/La Resaca LLC) replacing the MMRP for PLN160608/Bailey.

A draft resolution, including findings and evidence, is attached for consideration (**Attachment B**). Staff recommends approval subject to twenty-one (21) conditions from the original approval, including seven (7) mitigation measures.

PROJECT INFORMATION:

Property Owner: La Resaca LLC (formerly Bailey)

Agent: Anthony Lombardo & Associates

Zoning: Low Density Residential, 2.5 acres per unit, Design Control Overlay (Coastal Zone)
[LDR/2.5-D (CZ)]

Planning Area: Del Monte Forest, Land Use Plan

Flagged and Staked: Yes

SUMMARY:

The La Resaca LLC project, as amended by the proposed Minor and Trivial amendment, authorizes the construction of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game room above the proposed garage, within the same general footprint and within the parcels existing disturbed and hardscape areas. Approval of the Minor and Trivial Amendment (PLN160608-AMD1/La Resaca LLC) would replace the prior approval (PLN160608/Bailey) as the active entitlement. The property is located on the east side of 17-Mile Drive, within the area of indigenous Monterey cypress habitat between Cypress Point and Pescadero Point identified in the Del Monte Forest Land Use Plan. The site is currently developed with structural, hardscape, and landscape areas.

On March 28, 2018, the Monterey County Planning Commission adopted a Mitigated Negative Declaration and approved a Combined Development Permit to allow the originally proposed development (Resolution No. 18-013 (for PLN160608/Bailey); **Attachment I**). As part of that process, County staff consulted Coastal Commission staff on identifying an edge of cypress habitat to find the project was not located within environmentally sensitive habitat (ESHA).

Following the County's appeal period for that prior approval, County staff prepared and sent a Final Local Action Notice (FLAN) to the California Coastal Commission (CCC) to provide notification of the subject Combined Development Permit approval. Upon receipt of the FLAN, the CCC staff informed County staff of Coastal Commissioners' intent to appeal the County's action based on the opinion that the entire undeveloped area of the parcel was comprised of Monterey cypress habitat. County staff withdrew the FLAN pending completion of discussions between the applicant and CCC staff. Following discussions with CCC staff, the applicant agreed to revise the proposed project per CCC staff recommendations and submitted an application for a Minor and Trivial Amendment to the County. Staff finds that the proposed amendment is in keeping with the previous action of the Planning Commission and is minor and trivial in nature. As such, staff determined that the application qualified as a Minor and Trivial amendment for which the Chief of Planning is the appropriate authority. The Chief of Planning approved the amendment on November 4, 2020. (Chief of Planning Resolution No. 20-049, dated November 4, 2020, attached as **Attachment G**.) The property is now owned by La Resaca LLC.

The Appellant, Lidia Woytak represented by attorney Pam Silkwood, timely filed an appeal from the November 4, 2020, decision of the Chief of Planning. The Appellant is challenging the Chief of Planning's environmental determination and approval of the Minor and Trivial Amendment to the previously-approved Combined Development Permit; she contends that there was a lack of a fair or impartial hearing, the actions are not supported by the evidence, and that the decision was contrary to

law. The specific contentions raised by the Appellant are the project: 1) does not constitute a minor and trivial amendment; 2) proposes prohibitive development within ESHA; 3) requires further environmental review under CEQA; and 4) fails to adequately address cultural resources. These contentions are addressed in more detail in the attached Discussion (**Attachment A**) and Draft Resolution (**Attachment B**).

The hearing on the appeal at the Board is de novo. Staff finds that the project meets the parameters of a Minor and Trivial Amendment, which if approved would serve as the active entitlement on the property. The project as amended is located within previously disturbed areas, so staff finds that it would not impact ESHA or cultural resources. As the project is reduced from what had been reviewed in the previously adopted Mitigated Negative Declaration (MND), staff has prepared an Addendum for the Board to consider together with the previously adopted MND.

Therefore, staff recommends denial of the appeal and approval of the amendment to the previously approved permit. Staff has prepared a draft resolution to deny the appeal, certify that the Board considered an Addendum together with the previously adopted Mitigated Negative Declaration, approve the amendment to the Combined Development Permit, and adopt a Mitigation Monitoring and Reporting Program. If the Board desires to take a different action, the Board could adopt a motion of intent and continue the hearing to a date certain for the staff to prepare a resolution with modified findings.

DISCUSSION:

An in-depth discussion covering project analysis, historic resources, and detailed responses to appeal contentions has been included as **Attachment A**.

ENVIRONMENTAL REVIEW:

The County prepared, circulated, and adopted a Mitigated Negative Declaration (MND) (**Attachment F**) for the original Combined Development Permit that allowed for construction of 2,717 square feet of additions to an existing single-family dwelling and a one-story 1,135 square foot attached 3-car garage, and development within 100 feet of environmentally sensitive habitat area (HCD-Planning File No. PLN160608; Resolution No. 18-013 adopted by the Planning Commission on March 28, 2028). The MND concluded that the project as designed and mitigated had reduced potential impacts to a less than significant level.

- e. The current proposal does not alter the analysis or conclusions reached by this MND since the project is located within areas that were evaluated and revised to remain within the footprint of existing developed/disturbed areas. As revised, the project does not raise any new potential significant impacts or increase the severity of impacts as compared to the impact analysis in the MND. An Addendum (**Attachment E**) has been prepared for the proposed amendment because only minor technical changes are necessary and none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR or negative declaration have occurred; there are no new significant environmental effects or increase in the severity of previously identified significant effects, and there is no new information of substantial importance that was not known at the time the previous MND was adopted. The project, as proposed, is consistent with applicable policies regarding protection of environmental resources. Best

management practices and technical recommendations (Condition Nos. 3, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 20) will be applied to ensure protection of natural resources. Additionally, all seven of the original mitigation measures have been carried forward as conditions of approval to address the potential impacts to Monterey cypress habitat associated with project construction. This revised Condition of Approval and Mitigation Monitoring and Reporting Plan (MMRP) for the amended project (PLN160608-AMD1/La Resaca LLC) replaces the MMRP for PLN160608/Bailey.

OTHER AGENCY INVOLVEMENT:

The following agencies have reviewed the project, have comments, and/or have recommended conditions:

- Environmental Health Bureau
- Public Works
- HCD-Environmental Services
- Water Resources Agency
- Pebble Beach Community Services District (Fire Protection)

Land Use Advisory Committee:

The Del Monte Forest Land Use Advisory Committee (LUAC) reviewed the originally-proposed project on October 5, 2017, and voted 4 - 0 (4 yes, 0 no, with 3 absent) to support the project as proposed (**Attachment K**).

The current proposal is a minor and trivial amendment to the previously approved Combined Development Permit; therefore, based on the current LUAC Guidelines, staff did not refer the revised project to the LUAC. Further, staff determined that LUAC review was not necessary in this case due to the fact the original project was recommended for approval, and this minor amendment serves to reduce the footprint and overall impacts of the original project.

Historic Resources Review Board:

The Monterey County Historic Resources Review Board (HRRB) reviewed the originally-proposed project on October 5, 2017, and voted 5 - 0 (5 yes, 0 no, with 2 absent) to find that the proposed work is consistent with applicable Monterey County Regulations for Historic Resources and will neither adversely affect the significant architectural features of the historic resource nor adversely affect the character, historical, architectural, or aesthetic interest or value of the historic resource and its site; and that the use and exterior of the new improvements, addition, building or structure upon a historic resource will neither adversely affect nor be incompatible with the use and exterior of existing historical resources, improvements, buildings and natural features of the site (**Attachment J**).

The HRRB also reviewed the revised project on October 1, 2020, and voted 7 - 0 (7 yes and 0 no) to find that the proposed work is consistent with applicable Monterey County Regulations for Historic Resources and will neither adversely affect the significant architectural features of the historic resource nor adversely affect the character, historical, architectural, or aesthetic interest or value of the historic resource and its site; and that the use and exterior of the new improvements, addition, building or structure upon a historic resource site will neither adversely affect nor be incompatible with the use and exterior of existing historical resources, improvements, buildings and natural features of the site

(Attachment H).

FINANCING:

Funding for staff time associated with this project is included in the FY2020-21 Adopted Budget for HCD-Planning

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action represents effective and timely response to our HCD customers. Processing this application in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

Check the related Board of Supervisors Strategic Initiatives:

X Administration

__ Economic Development

__ Health & Human Services

__ Infrastructure

__ Public Safety

Prepared by: Joseph Sidor, Associate Planner, x5262

Reviewed by: Brandon Swanson, HCD-Planning Services Manager

Approved by: Carl P. Holm, AICP, Director of Housing and Community Development

The following attachments are on file with the Clerk of the Board:

Attachment A - Discussion

Attachment B - Draft Resolution, including:

- Draft Conditions of Approval
- Project Plans

Attachment C - Notice of Appeal

Attachment D - Vicinity Map

Attachment E - Addendum

Attachment F - Previously-adopted Mitigated Negative Declaration

Attachment G - Chief of Planning Resolution No. 20-049, dated November 4, 2020

Attachment H - HRRB Resolution No. 20-005, dated October 1, 2020

Attachment I - PC Resolution No. 18-013, dated March 28, 2018

Attachment J - HRRB Resolution No. PLN160608, dated October 5, 2017

Attachment K - Del Monte Forest LUAC minutes for October 5, 2017

The staff report and all attachments are also available for review on the HCD-Planning public website at the following link:

<<https://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma/planning/committees-agendas>>

cc: Front Counter Copy; California Coastal Commission; Brandon Swanson, HCD-Planning Services Manager; Chief of Planning; Joe Sidor, Project Planner; Public Works and Facilities; Environmental Health Bureau; HCD-Environmental Services; Pebble Beach Community Services District (Fire

Protection); La Resaca LLC, Applicant/Owner; Anthony Lombardo and Associates, Agent; John Moore, Project Architect; Lidia Woytak, Appellant; Pam Silkwood, Appellant's Representative; The Open Monterey Project (Molly Erickson); LandWatch (Director); Project File PLN160608-AMD1



Monterey County

Item No.11

Board Report

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

Legistar File Number: RES 21-006

January 12, 2021

Introduced: 12/23/2020

Current Status: Scheduled PM

Version: 1

Matter Type: BoS Resolution

Public hearing to consider an appeal by Lidia Woytak from the November 4, 2020, decision of the Monterey County Chief of Planning approving a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN160608/Bailey) to reduce the overall development footprint of the previously-approved project within the same general footprint of the previously approved project and within existing disturbed and hardscape areas.

[PLN160608-AMD1/La Resaca LLC, 3257 17-Mile Drive, Pebble Beach (APN: 008-461-010-000)]

Proposed CEQA Action: Consider Addendum to previously adopted Mitigated Negative Declaration

RECOMMENDATION:

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

- a. Deny the appeal of Lidia Woytak from the Chief of Planning’s November 4, 2020, environmental determination and approval of a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN160608/Bailey);
- b. Consider an Addendum together with a previously adopted Mitigated Negative Declaration for the Combined Development Permit (PLN160608/Bailey);
- c. Approve a Minor and Trivial Amendment (PLN160608-AMD1/La Resaca LLC) to a previously-approved Combined Development Permit (PLN160608/Bailey) for reduction of the overall development footprint by changing from the previously approved project consisting of 2,717 square feet of first floor additions to an existing single-family dwelling and a one-story 1,135 square foot attached 3-car garage, to the amended project consisting of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game room above the proposed garage, within the same general footprint and within the parcels existing disturbed and hardscape areas; and
- d. Adopt a revised Condition of Approval and Mitigation Monitoring and Reporting Plan (MMRP) for the amended project (PLN160608-AMD1/La Resaca LLC) replacing the MMRP for PLN160608/Bailey.

A draft resolution, including findings and evidence, is attached for consideration (**Attachment B**).

Staff recommends approval subject to twenty-one (21) conditions from the original approval, including seven (7) mitigation measures.

Legistar File Number: RES 21-006

PROJECT INFORMATION:

Property Owner: La Resaca LLC (formerly Bailey)

Agent: Anthony Lombardo & Associates

Zoning: Low Density Residential, 2.5 acres per unit, Design Control Overlay (Coastal Zone)
[LDR/2.5-D (CZ)]

Planning Area: Del Monte Forest, Land Use Plan

Flagged and Staked: Yes

SUMMARY:

The La Resaca LLC project, as amended by the proposed Minor and Trivial amendment, authorizes the construction of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game room above the proposed garage, within the same general footprint and within the parcels existing disturbed and hardscape areas. Approval of the Minor and Trivial Amendment (PLN160608-AMD1/La Resaca LLC) would replace the prior approval (PLN160608/Bailey) as the active entitlement. The property is located on the east side of 17-Mile Drive, within the area of indigenous Monterey cypress habitat between Cypress Point and Pescadero Point identified in the Del Monte Forest Land Use Plan. The site is currently developed with structural, hardscape, and landscape areas.

On March 28, 2018, the Monterey County Planning Commission adopted a Mitigated Negative Declaration and approved a Combined Development Permit to allow the originally proposed development (Resolution No. 18-013 (for PLN160608/Bailey); **Attachment I**). As part of that process, County staff consulted Coastal Commission staff on identifying an edge of cypress habitat to find the project was not located within environmentally sensitive habitat (ESHA).

Following the County's appeal period for that prior approval, County staff prepared and sent a Final Local Action Notice (FLAN) to the California Coastal Commission (CCC) to provide notification of the subject Combined Development Permit approval. Upon receipt of the FLAN, the CCC staff informed County staff of Coastal Commissioners' intent to appeal the County's action based on the opinion that the entire undeveloped area of the parcel was comprised of Monterey cypress habitat. County staff withdrew the FLAN pending completion of discussions between the applicant and CCC staff. Following discussions with CCC staff, the applicant agreed to revise the proposed project per CCC staff recommendations and submitted an application for a Minor and Trivial Amendment to the County. Staff finds that the proposed amendment is in keeping with the previous action of the Planning Commission and is minor and trivial in nature. As such, staff determined that the application qualified as a Minor and Trivial amendment for which the Chief of Planning is the appropriate authority. The Chief of Planning approved the amendment on November 4, 2020. (Chief of Planning Resolution No. 20-049, dated November 4, 2020, attached as **Attachment G**.) The property is now owned by La Resaca LLC.

The Appellant, Lidia Woytak represented by attorney Pam Silkwood, timely filed an appeal from the November 4, 2020, decision of the Chief of Planning. The Appellant is challenging the Chief of Planning's environmental determination and approval of the Minor and Trivial Amendment to the previously-approved Combined Development Permit; she contends that there was a lack of a fair or impartial hearing, the actions are not supported by the evidence, and that the decision was contrary to

law. The specific contentions raised by the Appellant are the project: 1) does not constitute a minor and trivial amendment; 2) proposes prohibitive development within ESHA; 3) requires further environmental review under CEQA; and 4) fails to adequately address cultural resources. These contentions are addressed in more detail in the attached Discussion (**Attachment A**) and Draft Resolution (**Attachment B**).

The hearing on the appeal at the Board is de novo. Staff finds that the project meets the parameters of a Minor and Trivial Amendment, which if approved would serve as the active entitlement on the property. The project as amended is located within previously disturbed areas, so staff finds that it would not impact ESHA or cultural resources. As the project is reduced from what had been reviewed in the previously adopted Mitigated Negative Declaration (MND), staff has prepared an Addendum for the Board to consider together with the previously adopted MND.

Therefore, staff recommends denial of the appeal and approval of the amendment to the previously approved permit. Staff has prepared a draft resolution to deny the appeal, certify that the Board considered an Addendum together with the previously adopted Mitigated Negative Declaration, approve the amendment to the Combined Development Permit, and adopt a Mitigation Monitoring and Reporting Program. If the Board desires to take a different action, the Board could adopt a motion of intent and continue the hearing to a date certain for the staff to prepare a resolution with modified findings.

DISCUSSION:

An in-depth discussion covering project analysis, historic resources, and detailed responses to appeal contentions has been included as **Attachment A**.

ENVIRONMENTAL REVIEW:

The County prepared, circulated, and adopted a Mitigated Negative Declaration (MND) (**Attachment F**) for the original Combined Development Permit that allowed for construction of 2,717 square feet of additions to an existing single-family dwelling and a one-story 1,135 square foot attached 3-car garage, and development within 100 feet of environmentally sensitive habitat area (HCD-Planning File No. PLN160608; Resolution No. 18-013 adopted by the Planning Commission on March 28, 2028). The MND concluded that the project as designed and mitigated had reduced potential impacts to a less than significant level.

- e. The current proposal does not alter the analysis or conclusions reached by this MND since the project is located within areas that were evaluated and revised to remain within the footprint of existing developed/disturbed areas. As revised, the project does not raise any new potential significant impacts or increase the severity of impacts as compared to the impact analysis in the MND. An Addendum (**Attachment E**) has been prepared for the proposed amendment because only minor technical changes are necessary and none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR or negative declaration have occurred; there are no new significant environmental effects or increase in the severity of previously identified significant effects, and there is no new information of substantial importance that was not known at the time the previous MND was adopted. The project, as proposed, is consistent with applicable policies regarding protection of environmental resources. Best

Legistar File Number: RES 21-006

management practices and technical recommendations (Condition Nos. 3, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 20) will be applied to ensure protection of natural resources. Additionally, all seven of the original mitigation measures have been carried forward as conditions of approval to address the potential impacts to Monterey cypress habitat associated with project construction. This revised Condition of Approval and Mitigation Monitoring and Reporting Plan (MMRP) for the amended project (PLN160608-AMD1/La Resaca LLC) replaces the MMRP for PLN160608/Bailey.

OTHER AGENCY INVOLVEMENT:

The following agencies have reviewed the project, have comments, and/or have recommended conditions:

- Environmental Health Bureau
- Public Works
- HCD-Environmental Services
- Water Resources Agency
- Pebble Beach Community Services District (Fire Protection)

Land Use Advisory Committee:

The Del Monte Forest Land Use Advisory Committee (LUAC) reviewed the originally-proposed project on October 5, 2017, and voted 4 - 0 (4 yes, 0 no, with 3 absent) to support the project as proposed (**Attachment K**).

The current proposal is a minor and trivial amendment to the previously approved Combined Development Permit; therefore, based on the current LUAC Guidelines, staff did not refer the revised project to the LUAC. Further, staff determined that LUAC review was not necessary in this case due to the fact the original project was recommended for approval, and this minor amendment serves to reduce the footprint and overall impacts of the original project.

Historic Resources Review Board:

The Monterey County Historic Resources Review Board (HRRB) reviewed the originally-proposed project on October 5, 2017, and voted 5 - 0 (5 yes, 0 no, with 2 absent) to find that the proposed work is consistent with applicable Monterey County Regulations for Historic Resources and will neither adversely affect the significant architectural features of the historic resource nor adversely affect the character, historical, architectural, or aesthetic interest or value of the historic resource and its site; and that the use and exterior of the new improvements, addition, building or structure upon a historic resource will neither adversely affect nor be incompatible with the use and exterior of existing historical resources, improvements, buildings and natural features of the site (**Attachment J**).

The HRRB also reviewed the revised project on October 1, 2020, and voted 7 - 0 (7 yes and 0 no) to find that the proposed work is consistent with applicable Monterey County Regulations for Historic Resources and will neither adversely affect the significant architectural features of the historic resource nor adversely affect the character, historical, architectural, or aesthetic interest or value of the historic resource and its site; and that the use and exterior of the new improvements, addition, building or structure upon a historic resource site will neither adversely affect nor be incompatible with the use and exterior of existing historical resources, improvements, buildings and natural features of the site

Legistar File Number: RES 21-006

(Attachment H).

FINANCING:

Funding for staff time associated with this project is included in the FY2020-21 Adopted Budget for HCD-Planning

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action represents effective and timely response to our HCD customers. Processing this application in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

Check the related Board of Supervisors Strategic Initiatives:

- X Administration
- Economic Development
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Joseph Sidor, Associate Planner, x5262

Reviewed by: Brandon Swanson, HCD-Planning Services Manager

Approved by: Carl P. Holm, AICP, Director of Housing and Community Development

^{DS}
BS

^{DS}
CPH

The following attachments are on file with the Clerk of the Board:

- Attachment A - Discussion
- Attachment B - Draft Resolution, including:
 - Draft Conditions of Approval
 - Project Plans
- Attachment C - Notice of Appeal
- Attachment D - Vicinity Map
- Attachment E - Addendum
- Attachment F - Previously-adopted Mitigated Negative Declaration
- Attachment G - Chief of Planning Resolution No. 20-049, dated November 4, 2020
- Attachment H - HRRB Resolution No. 20-005, dated October 1, 2020
- Attachment I - PC Resolution No. 18-013, dated March 28, 2018
- Attachment J - HRRB Resolution No. PLN160608, dated October 5, 2017
- Attachment K - Del Monte Forest LUAC minutes for October 5, 2017

The staff report and all attachments are also available for review on the HCD-Planning public website at the following link:

<<https://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma-/planning/committees-agendas>>

cc: Front Counter Copy; California Coastal Commission; Brandon Swanson, HCD-Planning Services Manager; Chief of Planning; Joe Sidor, Project Planner; Public Works and Facilities; Environmental Health Bureau; HCD-Environmental Services; Pebble Beach Community Services District (Fire

Legistar File Number: RES 21-006

Protection); La Resaca LLC, Applicant/Owner; Anthony Lombardo and Associates, Agent; John Moore, Project Architect; Lidia Woytak, Appellant; Pam Silkwood, Appellant's Representative; The Open Monterey Project (Molly Erickson); LandWatch (Director); Project File PLN160608-AMD1

Attachment A

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Attachment A Detailed Discussion

Overview and Analysis:

As approved by the Planning Commission on March 28, 2018 (Resolution No. 18-013; **Attachment I**), the original proposal involved construction of 2,717 square feet of single-family dwelling additions with an attached garage, and development within 100 feet of environmentally sensitive habitat area (indigenous Monterey cypress habitat). The County had previously determined that a portion of the property fell within the area of the Del Monte Forest delineated as indigenous Monterey cypress habitat, while the rest of property was outside the mapped boundaries. Ultimately, based on a biological report prepared by Califauna (Jeffrey B. Froke, Ph.D.; LIB170360), the County determined the proposed development as approved on March 28, 2018 (PLN160608) was fully outside of the Monterey cypress habitat.

Following the Planning Commission's approval of the project and the passing of the County's appeal period, and pursuant to Section 30603 (d) of the Coastal Act and established practice, County staff prepared and sent a Final Local Action Notice (FLAN) for Planning File No. PLN160608 to the California Coastal Commission (CCC) to notify them of the subject Combined Development Permit approval. Upon receipt of the FLAN, the CCC staff informed County staff that the CCC would appeal the Planning Commission's decision based on their view that the entire undeveloped area of the parcel was comprised of Monterey cypress habitat versus the mapped area shown on Figure 2a of the Del Monte Forest Land Use Plan. The mapped habitat area on Figure 2a only included approximately one-third of the subject parcel nearest 17-Mile Drive. The project biologist confirmed this delineation; however, a CCC biologist had a different interpretation. To avoid a CCC appeal, CCC staff gave the applicant the option to reduce the development footprint to those areas of existing structures and hardscape. County staff also withdrew the FLAN pending completion of discussions between the applicant and CCC staff. Following discussions with CCC staff, the applicant agreed to revise the proposed development per CCC staff recommendations and submitted the application for a Minor and Trivial Amendment to the County. This approach is consistent with past CCC staff and County practice to resolve potential appeal hearings. The proposed minor amendment is consistent with the original permit action in that both involve the construction of additions to a single-family dwelling, including an attached garage. Pursuant to Monterey County Code Sections 20.70.105.A and 20.76.115.A, the proposed minor amendment is in keeping with the previous action of the Planning Commission and is minor and trivial in nature.

However, the California Coastal Commission (CCC) staff, based on information from their own biologist, informed County staff that the CCC would appeal the Planning Commission's decision based on their view that the entire undeveloped area of the parcel was comprised of Monterey cypress habitat versus the mapped area shown on Figure 2a of the Del Monte Forest Land Use Plan. To avoid a CCC appeal, CCC staff gave the applicant the option to reduce the development footprint to those areas of existing structures and hardscape to avoid potential impacts to the Monterey cypress habitat. The applicant agreed to reduce the project to existing hardscape and structural footprint areas and submitted revised plans to the County for processing of a minor amendment to resolve the CCC appeal. CCC staff concurs with the proposed revisions and would accept a revised FLAN upon approval of the development as amended. As stated above, this approach is consistent with past CCC and County practice to resolve potential CCC appeals.

The proposed Minor and Trivial amendment would reduce the total square footage of the ground footprint by 1,088 square feet, from 3,852 square feet to 2,764 square feet. With this reduction in footprint size and limiting the development to existing hardscape and structural areas on the parcel, the amendment would not result in new impacts not previously considered in the original approval. Therefore, County staff determined the amendment is of a minor and trivial nature. The original project carried seven (7) mitigation measures to mitigate potential impacts to the adjacent environmentally sensitive habitat area (ESHA) to a less than significant level. Therefore, the revised proposal reduces the potential impacts to biological resources, remains consistent with the mitigation measures for ESHA, and these mitigation measures will be carried over to this minor and trivial amendment.

Historic Resources:

As part of the original application, the applicant submitted a Phase Two Historic Assessment (prepared by PAST Consultants, LLC; LIB170209). A preliminary Phase One Historic Assessment concluded that the single-family residence (constructed in 1924) is eligible for inclusion on the Monterey County Register of Historic Resources for its Spanish Revival/Monterey Colonial Style from the Samuel Morse and the Del Monte Properties Company period (1919-1945). The Phase Two Historic Assessment Report was then prepared to outline the remaining character-defining features of the home. According to the historian's evaluation of the proposed alterations, the proposed project would meet the *Secretary of the Interior's Standards for Rehabilitation* of historic structures and allow the residence to maintain its historic integrity. County staff referred both the original and revised projects to the Monterey County Historic Resources Review Board (HRRB) for review (see below).

Appeal:

The Appellant, Lidia Woytak, filed an appeal raising four (4) contentions (**Attachment C**). The contentions are summarized as follows:

- A) The project does not constitute a minor and trivial amendment. It requires a new Coastal Development Permit application properly processed through the County quasi-judicial bodies;
- B) The proposes prohibitive development within the environmentally sensitive habitat area inconsistent with the Coastal Act;
- C) The project requires further environmental review under CEQA; and
- D) The project fails to adequately address cultural resources.

County Staff Responses to the Contentions:

Contention A: The project does not constitute a minor and trivial amendment.

As described above, the revised project reduces the total ground footprint square footage by 1,088 square feet, thereby reducing and avoiding potential impacts to environmentally sensitive habitat area. The amended project is consistent with the original permit action in that both involve the construction of single-family dwelling additions with an attached garage within the existing developed footprint and hardscape on the site. The applicant modified the attached accessory structure from a one-story to a two-story structure; however, the revised structure conforms to applicable development standards for the zoning district and is consistent with other structures in the vicinity. Therefore, pursuant to Monterey County Code Sections 20.70.105.A and 20.76.115.A, the

proposed minor amendment is in keeping with the previous action of the Planning Commission and is minor and trivial in nature.

Contention B: The project proposes prohibitive development within ESHA.

The project, as amended and mitigated, would not involve any development prohibited under the Coastal Act nor inconsistent with applicable policies and regulations. Coastal Implementation Plan Section 20.147.040.D.2 specifically allows new and/or modified development on existing developed lots to be located within the existing legally established structural and/or hardscape area. Coastal Commission staff has concurred that the proposed revisions would not impact the Monterey cypress/habitat on the site.

Contention C: The project requires further environmental review under CEQA.

The amended project would reduce the footprint of the proposed development and limit the development to existing hardscape and structural areas on the parcel. As previously approved, the original project carried seven (7) mitigation measures to mitigate potential impacts to the adjacent environmentally sensitive habitat area (ESHA) to a less than significant level, and this amendment would not result in new impacts not previously considered in the original approval. Therefore, the amended project reduces the potential impacts to biological resources, remains consistent with the mitigation measures for ESHA, and these mitigation measures will be brought forward to this minor amendment. Pursuant to the CEQA Guidelines, a project does not require subsequent CEQA review if there are no substantial changes requiring subsequent environmental review, and there is no new information of substantial importance nor substantial evidence supporting a fair argument of a new significant environmental impact.

Contention D: The project fails to adequately address cultural resources.

Regarding cultural resources, the applicant submitted an archaeological assessment (LIB170212) which concluded that there is no surface evidence of potentially significant archaeological resources on the project parcel. Pursuant to current State law (Public Resources Code Section 21080.3.1 et seq.), upon initiation of environmental review the County requested a consultation with a member of the Ohlone/Costanoan-Essalen Nation (OCEN) to review the project's potential impact on tribal cultural resources prior to the release of a mitigated negative declaration. Subsequent consultation resulted in the OCEN Chairperson submitting a letter to County staff objecting to all excavation in known cultural lands, even when they are described as previously disturbed and of no archaeological value. Therefore, staff incorporated a mitigation measure to require a tribal monitor on site during excavation activities. Based on discussion during public hearing, the Planning Commission determined the requirement for a tribal monitor was without substantiated merit. The Planning Commission found that there was no specific evidence presented alongside the negative archaeological report to show that this site in particular contained significant cultural resources that would require an on-site tribal monitor. Therefore, the mitigation measure was found to be unwarranted. Pursuant to Section 15074.1 of the CEQA Guidelines, prior to approving a project, the lead agency may, in accordance with this section, delete mitigation measures and substitute for them other measures which the lead agency determines are equivalent or more effective. The County's standard condition (Condition No. 3) for incidental discovery of archaeological resources was and has been applied to the project to manage any potential for discovery of archaeological and/or tribal cultural resources.

In summary, staff reviewed the contentions and has determined that the revised project is adequately designed and mitigated to minimize and/or avoid potential impacts to resources at the site. Detailed responses to the contentions are included in the Draft Resolution (**Attachment B**).

Attachment B

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ATTACHMENT B
DRAFT RESOLUTION

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

In the matter of the application of:

LA RESACA LLC (PLN160608-AMD1)

RESOLUTION NO. 21 -

Resolution by the Monterey County Board of Supervisors:

- 1) Denying the appeal of Lidia Woytak from the Chief of Planning's environmental determination and approval of a Minor and Trivial Amendment to a previously-approved Combined Development Permit;
- 2) Considering an Addendum to a previously-adopted Mitigated Negative Declaration;
- 3) Approving a Minor and Trivial Amendment to a previously-approved Combined Development Permit (Planning File No. PLN160608) to allow construction of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game room above the proposed garage, within the same general footprint and within the parcel's existing disturbed and hardscape areas; and
- 4) Adopting a Condition of Approval and Mitigation Monitoring and Reporting Plan.

3257 17-Mile Drive, Pebble Beach, Del Monte Forest
Land Use Plan, Coastal Zone (APN 008-461-010-000)

The Appeal by Lidia Woytak from the decision by the Monterey County Chief of Planning to consider a previously- adopted Mitigated Negative Declaration and approve a Minor and Trivial Amendment to a previously approved Combined Development Permit to allow construction of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game room above the proposed garage, within the same general footprint and within the parcel's existing disturbed and hardscape areas (La Resaca LLC/PLN160608-AMD1) came on for a public hearing before the Monterey County Board of Supervisors on January 12, 2021. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Board of Supervisors finds and decides as follows:

FINDINGS

- 1. FINDING:** **PROCESS** – The County has processed the subject Minor and Trivial Amendment application (Planning File No. 160608-AMD1/La Resaca LLC) (“project”) in compliance with all applicable procedural requirements.
- EVIDENCE:**
- a) On June 17, 2020, pursuant to Monterey County Code (MCC) Sections 20.14, 20.44, 20.70, 20.76, and 20.82, La Resaca LLC (Applicant) filed an application for a Minor and Trivial amendment to a previously approved Combined Development permit for the reduction in the overall development footprint of the previously-approved 2,717 square feet of first floor additions to an existing single-family dwelling and a one-story 1,135 square foot attached 3-car garage; this Minor and Trivial Amendment would allow construction of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game room above the proposed garage, within the same general footprint and within the parcel’s existing disturbed and hardscape areas. The project site is located at 3257 17-Mile Drive, Pebble Beach (Assessor’s Parcel Number 008-461-010-000), Del Monte Forest Land Use Plan, Coastal Zone.
 - b) , Background: On March 28, 2018, the Monterey County Planning Commission, approved a Combined Development Permit (Bailey/Planning File No. PLN160608) consisting of a Coastal Administrative Permit and Design Approval for 2,717 square feet of single family dwelling additions with an attached garage; and Coastal Development Permit to allow development within 100 feet of ESHA (Monterey Cypress habitat). (Monterey County Planning Commission Resolution No. Resolution No. 18-013.) The Planning Commission also adopted a Mitigated Negative Declaration and an associated Mitigation Monitoring and Reporting Plan. The Planning Commission resolution is included as an attachment to the January 12, 2021, staff report to the Board of Supervisors.
 - c) Pursuant to Public Resources Code Section 30603 (d) (part of the Coastal Act), the County sent the California Coastal Commission (CCC) a Final Local Action Notice (FLAN) notifying the CCC of the County’s March 28, 2018 approval of the Combined Development Permit.
 - d) Upon receipt of the FLAN, the CCC staff informed County staff that Coastal Commissioners would appeal the Planning Commission’s decision based on the view that the entire undeveloped area of the parcel is comprised of Monterey cypress habitat versus the mapped area shown on Figure 2a of the Del Monte Forest Land Use Plan. The project biologist had identified only the parcel area between the residence and 17-Mile Drive as sensitive habitat area, but not the area proposed for development. However, a CCC biologist had a different interpretation. To avoid a CCC appeal, CCC staff required the applicant to reduce the development footprint to those areas of existing structures and hardscape. Additionally, County staff also

withdrew the FLAN pending completion of discussions between the applicant and CCC staff.

- e) Following discussions with CCC staff, the Applicant agreed to revise the proposed development consistent with the CCC staff's recommendations. The Applicant then submitted an application to the County for a Minor and Trivial Amendment (Planning File No. PLN160608-AMD1) to the previously-approved Combined Development Permit (Planning File No. PLN160608) to address the concerns raised by the CCC.
- f) The proposed minor amendment would reduce the total ground footprint square footage by 1,088 square feet, from 3,852 square feet to 2,764 square feet. The proposed minor amendment would limit the construction of the single-family dwelling additions and the attached garage within the existing developed footprint and hardscape on the site, thereby reducing and avoiding potential impacts to environmentally sensitive habitat area. The revisions would also reduce the overall floor area by 22 square feet, from 3,852 square feet to 3,830 square feet.
- g) All applicable findings, evidence, and conditions of approval from the original entitlement (Planning File No. PLN160608) have been carried forward to the amended entitlement. As approved and amended, the Minor and Trivial Amendment under Planning File No. PLN160608-AMD1 will become the operative entitlement, and all conditions of approval are to be cleared under PLN160608-AMD1.
- h) Prior to the Planning Commission's approval of the original Combined Development Permit (Planning File No. PLN160608) on March 28, 2018, the County referred the project to the Del Monte Forest Land Use Advisory Committee (LUAC) for review. The LUAC reviewed the originally-proposed project on October 5, 2017, and voted 4 – 0 (4 yes, 0 no, with 3 absent) to support the project as proposed. The LUAC minutes are included in the January 12, 2021, staff report to the Board of Supervisors as Attachment J.

As revised, the proposed amendment qualifies as a minor amendment to the previously-approved Combined Development Permit; therefore, based on the current LUAC Guidelines, staff did not refer the revised project to the LUAC.

- i) The County also referred the original project and proposed amendment to the Monterey County Historic Resources Review Board (HRRB) on two separate dates. See also Finding No. 2, Evidence n.

The HRRB reviewed the originally-proposed project on October 5, 2017, and voted 5 – 0 (5 yes, 0 no, with 2 absent) to find that the proposed work is consistent with applicable Monterey County Regulations for Historic Resources and will neither adversely affect the significant architectural features of the historic resource nor adversely affect the character, historical, architectural, or aesthetic interest or value of the historic resource and its site; and that the use

and exterior of the new improvements, addition, building or structure upon a historic resource will neither adversely affect nor be incompatible with the use and exterior of existing historical resources, improvements, buildings and natural features of the site (HRRB Resolution No. PLN160608). The HRRB resolution from October 5, 2017, is included in the January 12, 2021, staff report to the Board of Supervisors as Attachment I.

The HRRB also reviewed the project with the proposed amendment on October 1, 2020, and voted 7 – 0 (7 yes and 0 no) to find that the proposed work is consistent with applicable Monterey County Regulations for Historic Resources and will neither adversely affect the significant architectural features of the historic resource nor adversely affect the character, historical, architectural, or aesthetic interest or value of the historic resource and its site; and that the use and exterior of the new improvements, addition, building or structure upon a historic resource site will neither adversely affect nor be incompatible with the use and exterior of existing historical resources, improvements, buildings and natural features of the site (HRRB Resolution No. 20-005). The HRRB resolution from October 1, 2020, is included in the January 12, 2021, staff report to the Board of Supervisors as Attachment H.

- j) The Monterey County Chief of Planning approved the La Resaca LLC application for a Minor and Trivial Amendment on November 4, 2020 pursuant to section 20.70.105.A of the Monterey County Code. Notice of the proposed approval of the Minor and Trivial amendment were published in the Monterey County Weekly on October 22, 2020; posted at and near the project site on or about October 24, 2020; and mailed to vicinity property owners and interested parties on October 21, 2020.
- k) On November 4, 2020, the Chief of Planning considered the previously-adopted Mitigated Negative Declaration and approved a Minor and Trivial Amendment to a previously-approved Combined Development Permit (PLN160608) to allow the proposed development (Monterey County Chief of Planning Resolution No. 20-049).
- l) Lidia Woytak (Appellant), represented by attorney Pam Silkwood, timely filed an appeal from the November 4, 2020, decision of the Chief of Planning pursuant to MCC Section 20.86.030.C. The appeal challenges the Chief of Planning’s environmental determination and approval of the Minor and Trivial Amendment to the previously-approved Combined Development Permit and contends that there was a lack of a fair or impartial hearing, the actions are not supported by the evidence, and that the decision was contrary to law. See Finding No. 9 (Appeal) and supporting evidences for a summary of the Appellants’ specific contentions and the County responses to the appeal.
- m) Pursuant to MCC Sections 20.86.030.C and E, an appeal shall be filed with the Clerk of the Board of Supervisors within 10 days after written notice of the decision of the Appropriate Authority has been mailed to the Applicant, and no appeal shall be accepted until the

notice of decision has been given (i.e., mailed). The County mailed the written notice of the decision (i.e., Chief of Planning Resolution No. 20-049) on November 9, 2020, and said appeal was filed with the Clerk of the Board of Supervisors on November 19, 2020, within the 10-day timeframe prescribed by MCC Section 20.86.030.C. The appeal hearing is de novo. A complete copy of the appeal is on file with the Clerk of the Board, and is attached to the January 12, 2021, staff report to the Board of Supervisors as Attachment C.

- n) Said appeal was timely brought to a duly-noticed public hearing before the Monterey County Board of Supervisors on January 12, 2021. Notice of the hearing was published on December 24, 2020, in the Monterey County Weekly; notices were mailed on December 23, 2020, to all property owners and occupants within 300 feet of the project site, and to persons who requested notice; and at least three notices were posted at and near the project site on or about December 23, 2020.
- o) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in project file nos. PLN160608 and PLN160608-AMD1; and Clerk of the Board of Supervisors' file(s) related to the appeal.

2. FINDING:

CONSISTENCY - The project and/or use, as conditioned and/or mitigated, is consistent with the policies of the Monterey County 1982 General Plan, Del Monte Forest Land Use Plan, Del Monte Forest Coastal Implementation Plan – Part 5, Monterey County Zoning Ordinance - Coastal (Title 20), and other County health, safety, and welfare ordinances related to land use development.

EVIDENCE:

- a) The proposed amendment authorizes the construction of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game room above the proposed garage, within the parcel's existing disturbed and hardscape areas. The project also involves development within 100 feet of environmentally sensitive habitat area (ESHA) (Monterey cypress habitat), as approved under the original entitlement (Monterey County Planning Commission Resolution No. Resolution No. 18-013; Planning File No. PLN160608/Bailey); see also Finding No. 8 and supporting evidence).
- b) The property is located at 3257 17-Mile Drive, Pebble Beach (Assessor's Parcel Number 008-461-010-000), Del Monte Forest Land Use Plan, Coastal Zone. The parcel is zoned Low Density Residential, 2.5 acres per unit, Design Control Overlay (Coastal Zone) [LDR/2.5-D (CZ)]. LDR zoning allows residential development as a principal use subject to the granting of a Coastal Administrative Permit. The original approval included a Coastal Administrative Permit and Design Approval for the proposed structural development and a Coastal Development Permit for the proposed development within 100 feet of environmentally sensitive habitat area. (Monterey County Planning Commission Resolution No. Resolution No. 18-013; Planning File No. PLN160608/Bailey).

In this case, pursuant to Monterey County Code Sections 20.70.105.A and 20.76.115.A, the County determined that a Minor and Trivial Amendment to the previously-approved Combined Development Permit is the applicable and appropriate entitlement for the proposed amendment because it entails the reduction in size of the previously-approved structural footprint and the reduction of potential impacts to environmentally sensitive habitat area. The proposed development incorporates the use of colors and materials to match the existing, clay barrel-tile roof and stucco exterior wall cladding. Therefore, the proposed project, with the entitlements, is an allowed land use for this site.

- c) The amendment is minor in nature based on the following:
- The proposed amendment would not create new environmental impacts;
 - The proposed amendment would not increase the severity of environmental impacts identified in the original permit, and would reduce any potential impacts;
 - The proposed amendment is in keeping with the action of the appropriate authority regarding development of a single-family dwelling and accessory structures;
 - The proposed amendment would have an inconsequential effect on land in relation to the approved permit; and
 - The proposed amendment meets all relevant site development standards.
- d) The proposed amended project has been reviewed for consistency with the text, policies, and regulations in the:
- 1982 Monterey County General Plan;
 - Del Monte Forest Land Use Plan;
 - Del Monte Forest Coastal Implementation Plan (Part 5);
 - Monterey County Zoning Ordinance - Coastal (Title 20); and
 - Secretary of the Interior's Standards for the Treatment of Historic Properties.

As revised by the minor amendment, the proposed development is consistent with the original permit action in that both involve the construction of single-family dwelling additions with an attached garage, but the revision reduces the development footprint to those areas of existing structures and hardscape on the site. The revised project would not result in new impacts not previously considered in the original approval, and the reduced footprint avoids impacts to Monterey cypress habitat area. The Applicant also modified the attached accessory structure from a one-story to a two-story structure; however, the revised design of the proposed structure conforms to applicable development standards for the zoning district and is consistent with other structures in the vicinity.

- e) No conflicts were found to exist. Although the Appellant alleges potential inconsistency of the project with the Del Monte Forest Land Use Plan, the County finds that the project as designed, conditioned and mitigated is consistent with the Del Monte Forest Land Use Plan and County regulations for the reasons stated in this resolution.

- f) Lot Legality. The 1.24 acre lot (53,884 square feet) was created by the Amended Map of Pebble Beach in Monterey County, filed on October 13, 1911 in the office of the County Recorder of the County of Monterey; Map Book Two “Cities and Towns,” pages 31, 31A and 31B. Therefore, the County recognizes the subject property as a legal lot of record.
- g) Public Access. See Finding No. 6 and supporting evidence.
- h) Development Standards – Setbacks, Height, Structural Coverage, and Floor Area. The development standards for the LDR zoning district are identified in MCC Section 20.14.060. The proposed structural additions meet or exceed all required setbacks, and are also within the corresponding maximum structure heights. Required setbacks for attached main structure additions (single-family residence in this case) in this LDR district are 30 feet (front), 20 feet (rear), and 20 feet (sides). The proposed development would have a front setback of 60 feet, a rear setback of 70 feet, and side setbacks of 20 and 30 feet. The attached garage would have a front setback of over 130 feet.

The maximum allowed height in this LDR zoning district is 30 feet above average natural grade. The proposed two-story attached garage would have a height of approximately 26 feet above average natural grade and would conform to the maximum allowed height limit.

The allowed site coverage maximum in the LDR/2.5 zoning district is 15 percent, and the allowed floor area ratio maximum in the LDR/2.5 zoning district is 17.5 percent. The property is 1.24 acres or 54,014 square feet, which would allow site coverage of 8,102 square feet and floor area of 9,452 square feet. As proposed, the project as amended would result in site coverage of 5,256 square feet or 9.73 percent, and floor area of 5,741 square feet or 10.63 percent.

Therefore, the project as amended conforms to applicable development standards regarding setbacks, height, structural coverage, and floor area. Also, the subject parcel is outside of the Pescadero or other named watersheds of the Del Monte Forest, and is not subject to the limit of 9,000 square feet of site coverage.

- i) Development within 100 feet of Environmentally Sensitive Habitat Area (ESHA). See Finding No. 8 and supporting evidence.
- j) Design. Pursuant to MCC Chapter 20.44, the proposed project parcels and surrounding area are designated as a Design Control Zoning District (“D” zoning overlay), which regulates the location, size, configuration, materials, and colors of structures and fences to assure the protection of the public viewshed and neighborhood character.

The Applicant proposes exterior colors and materials designed to complement the context of the site and the surrounding area, and that are consistent with the residential setting. The exterior colors and materials proposed for the additions were selected with consideration for the historic eligibility of the existing single-family dwelling. Additionally, as designed, the proposed development conforms to the Secretary of the Interior’s Standards for the treatment of historic

properties (see also Finding No. 1, Evidence i, and Finding No. 2, Evidence o).

The proposed exterior colors and materials will match the existing structure (i.e.; off-white siding with dark trim, and gable and shed roofs finished with clay barrel tiles. The proposed exterior colors and finishes are consistent with the surrounding residential neighborhood character and are consistent with other dwellings in the neighborhood.

Also, the proposed additions are consistent with the size and scale of surrounding residences, and the proposed bulk and mass would not contrast with the neighborhood character. Portions of the additions are positioned behind the existing residence, which effectively screens these additions from public view. As proposed, the attached garage will result in minimal visual impacts due to the over 130-foot setback from 17-Mile Drive, and the upward slope of the driveway and property (from the road).

Therefore, as proposed, the project assures protection of the public viewshed, is consistent with neighborhood character, and assures visual integrity.

- k) Visual Resources and Public Viewshed. The subject property is located in an area where the Local Coastal Program may require visual public access (Figure 3, Visual Resources, Del Monte Forest Land Use Plan). Based on review of the project site, located on the east (i.e., inland) side of 17-Mile Drive, the development proposal will not interfere with visual access along 17-Mile Drive because the property has limited visibility from 17-Mile Drive due to topography and existing tree screening. The proposed development is consistent with Del Monte Forest Land Use Plan Policies 123 and 137, both of which relate to maintain or enhancing public viewsheds as it will not block significant public views toward the ocean and will not adversely impact the public viewshed or scenic character in the project vicinity.

Under the original permit review, the project planner conducted a site inspection on September 8, 2017, to verify that the project then proposed on the subject parcel conforms to applicable policies regarding visual resources. The design and siting of the proposed single-family dwelling additions as part of this amendment would not increase the visual impacts over the existing baseline, and therefore the proposed minor amendment does not change that determination. As proposed, the project is consistent with the applicable visual resource and public access policies of the Del Monte Forest Land Use Plan and will have no impact on the public viewshed. The project site is also located in a residential neighborhood, and the adjacent parcels have been developed with single-family dwellings, as well as attached and detached accessory structures.

- l) No tree removal is proposed as part of this project; no development will occur on slopes that exceed 30 percent; and no development will impact any special-status or sensitive species.

- m) Under the original permit review, the project planner conducted a site inspection on September 8, 2017, to verify that the proposed project on the subject parcel conforms to applicable plans and MCC. The proposed minor amendment does not change that determination as it does not increase the scope or impacts of the originally approved project.
- n) Cultural Resources. County records identify that the project site is within an area of high sensitivity for archaeological resources. The applicant submitted an archaeological assessment (LIB170212) which concluded that there is no surface evidence of potentially significant archaeological resources on the project parcel. Additionally, there are no known archaeological or cultural resources within 750 feet of the project parcel. Pursuant to current State law (Public Resources Code Section 21080.3.1 et seq.), upon initiation of environmental review the County requested a consultation with a member of the Ohlone/Costanoan-Essalen Nation (OCEN) to review the project's potential impact on tribal cultural resources prior to the release of a mitigated negative declaration. Subsequent consultation resulted in the OCEN Chairperson submitting a letter to County staff objecting to all excavation in known cultural lands, even when they are described as previously disturbed and when there is no evidence of archaeological value. Therefore, staff incorporated a mitigation measure to require a tribal monitor on site during excavation activities. Based on discussion during public hearing for the previously-approved Combined Development Permit, the Planning Commission determined the requirement for a tribal monitor was without substantiated merit. The Planning Commission found that there was no specific evidence presented alongside the negative archaeological report to show that this site in particular contained significant cultural resources that would require an on-site tribal monitor. Therefore, the mitigation measure was found to be unwarranted. Pursuant to Section 15074.1 of the CEQA Guidelines, prior to approving a project, the lead agency may, in accordance with this section, delete mitigation measures and substitute for them other measures which the lead agency determines are equivalent or more effective. Due to the absence of evidence of archaeological resources or tribal cultural resources on site, and the fact that the project is only proposed on previously disturbed portions of the property, the County finds that the project does not impact archaeological resources or tribal cultural resources. Therefore, the County is not requiring mitigation; however, the County is including County's standard condition (Condition No. 3) for incidental discovery of archaeological resources, which provides for a process if archaeological and/or tribal cultural resources are discovered during construction.
- o) Historic analysis. As part of the original application, the applicant submitted a Phase Two Historic Assessment (prepared by PAST Consultants, LLC; LIB170209). A preliminary Phase One Historic Assessment concluded that the single-family residence (constructed in 1924) is eligible for inclusion on the Monterey County Register of Historic Resources for its Spanish Revival/Monterey Colonial Style

from the Samuel Morse and the Del Monte Properties Company period (1919-1945). The Phase Two Historic Assessment Report was then prepared to outline the remaining character-defining features of the home. According to the historian's evaluation of the proposed alterations, the proposed project would meet the *Secretary of the Interior's Standards for Rehabilitation* of historic structures and allow the residence to maintain its historic integrity. County staff referred both the original and revised projects to the Monterey County Historic Resources Review Board (HRRB) for review (see Finding No. 1, Evidence i, above).

- p) The previously-approved Combined Development Permit (Planning File No. PLN160608) project was referred to the Del Monte Forest Land Use Advisory Committee (LUAC) for review. On October 5, 2017, the LUAC voted 4 – 0 (4 yes, 0 no, and 3 absent), to recommend approval of the project as proposed. A neighbor expressed concern about the construction and requested screening the area to protect her tenants' view; however, privacy and private views are not regulated under applicable MCC, and staff did not make this a condition of approval.

As proposed, the minor amendment reduces potential impacts to environmental resources. Based on the current LUAC Guidelines, the project amendment did not warrant referral and was not referred to the LUAC for subsequent review.

- q) The application, plans, and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in project file PLN160608 and PLN160608-AMD1.

3. FINDING: SITE SUITABILITY – The site is physically suitable for the proposed use.

- EVIDENCE:**
- a) The project has been reviewed for site suitability by HCD-Planning, Public Works, Environmental Services, Water Resources Agency, and the Pebble Beach Community Services District. County staff reviewed the application materials and plans, as well as the County's GIS database, to verify that the project conforms to the applicable plans, and that the subject property is suitable for the proposed development. There has been no indication from these departments/agencies that the site is not suitable for the proposed development. Recommended conditions have been incorporated.
- b) The following technical reports were prepared:
- Preliminary Archaeological Assessment (LIB170212), prepared by Archaeological Consulting (Gary S. Breschini, Ph.D.), Salinas, California, November 29, 2016;
 - Biotic Report, prepared by EMC (Andrea Edwards), Monterey, California, February 22, 2017;
 - Biotic Report (LIB170360), prepared by Califauna (Jeffrey B. Froke, Ph.D.), Pebble Beach, California, August 14, 2017;
 - Tree Resource Assessment (LIB170359), prepared by Urban Forester (Frank Ono), Pacific Grove, California, July 17, 2017;

- Phase Two Historic Assessment Report (LIB170209), prepared by PAST Consultants, LLC, Pacific Grove, April 14, 2017; and
 - Geologic Report and Soil Engineering Investigation (LIB170208), prepared by LandSet Engineers, Inc., Salinas, California, January 10, 2017.
- c) County staff independently reviewed these reports and concurs with their conclusions. There are no physical or environmental constraints that would indicate that the property is not suitable for the use proposed.
 - d) The project planner conducted a site inspection on September 8, 2017 to verify that the site is suitable for this proposed use and development.
 - e) The application, plans, and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in project files PLN160608 and PLN160608-AMD1.

4. FINDING: **HEALTH AND SAFETY** - The establishment, maintenance, or operation of the amendments to the original project that have applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

- EVIDENCE:**
- a) The project as amended was reviewed by HCD-Planning, Public Works, Environmental Services, Water Resources Agency, and the Pebble Beach Community Services District, and conditions have been recommended, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
 - b) Necessary public facilities are available. The existing residence has a public water connection (Cal-Am), and a public sewer connection (Pebble Beach Community Services District). The existing residence, including the proposed additions, will continue to use these same connections. As proposed, the minor amendment will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
 - c) Under the original permit application, the project planner reviewed submitted plans and conducted a site visit on September 8, 2017, to verify that the project, as proposed and conditioned/mitigated, would not impact public health and safety. The proposed minor amendment does not change that determination as it does not increase the scope or impacts of the originally approved project.
 - d) The application, plans, and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in project files PLN160608 and PLN160608-AMD1.

5. FINDING: **CEQA (Addendum)** – An Addendum to a previously adopted Mitigated Negative Declaration (MND) was prepared pursuant to the

Section 15164 of the CEQA Guidelines because only minor changes or additions are necessary and none of the conditions described in section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.

- EVIDENCE:**
- a) The County prepared, circulated, considered, and adopted a MND for the original Combined Development Permit that allowed for construction of 2,717 square feet of additions to an existing single-family dwelling and a one-story 1,135 square foot attached 3-car garage, and development within 100 feet of environmentally sensitive habitat area (Planning File No. PLN160608; adopted by the Planning Commission on March 28, 2028; Resolution No. 18-013). The County found that the project, as designed, conditioned, and mitigated, would not have a significant effect on the environment
 - b) An Addendum to the Bailey project MND was prepared pursuant to Code of Regulations, Title 14, Section 15164 (CEQA Guidelines).
 - c) Both the MND and the Addendum (attached as Attachments E and F to the January 12, 2021, Staff Report to the Board of Supervisors) reflect the County's independent judgment and analysis. Additionally, a complete copy of the Initial Study/MND and Addendum, are on file with the Clerk of the Board.

The current proposal does not alter the analysis or conclusions reached by the MND. As amended, the proposed project does not raise any new potential significant impacts that were not previously analyzed and/or mitigated under the original permit and MND.

- d) Pursuant to Section 15162 of the CEQA Guidelines, there is no new information of substantial importance that was not known at the time the MND was adopted. There are no substantial changes proposed that require major revisions of the previous MND, no substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous MND, there are no new significant environmental effects or increase in the severity of previously identified significant effects, and there is no new information of substantial importance that was not known at the time the previous MND was adopted. As revised, the proposed minor amendment would reduce the total ground footprint square footage by 1,088 square feet; from 3,852 square feet to 2,764 square feet. The proposed minor amendment would limit the construction of the single-family dwelling additions and the attached garage within the existing developed footprint and hardscape on the site, thereby reducing and avoiding potential impacts to environmentally sensitive habitat area.
- e) Staff reviewed the MND, application materials, and revised plans to verify that the project, as amended, will not result in conditions requiring the preparation of a subsequent MND. No adverse environmental effects were identified during staff review of the revised or amended development application.
- f) Pursuant to Section 15162 of the CEQA Guidelines, there are no substantial changes proposed in the project that would require major revisions to the prior MND. The MND included mitigation measures that addressed potential impacts to Biological Resources and Tribal

Cultural Resources (see Finding No. 2, Evidence n). The County has considered the proposed amendment and determined the scope of the amendment scope does not alter the conclusions in the Initial Study prepared for the Combined Development Permit.

Based on review of the current application and plans, no other potentially significant issues were identified for the proposed project. The current proposal does not alter the analysis or conclusions reached by the previous study. As previously approved, the original project approval included seven (7) mitigation measures to mitigate potential impacts to the adjacent environmentally sensitive habitat area (ESHA) to a less than significant level, and this amendment would not result in new impacts not previously considered in the original approval. Therefore, the revised proposal reduces the potential impacts to biological resources, remains consistent with the mitigation measures for ESHA, and these mitigation measures will be brought forward to this minor amendment.

The amended project, as proposed, is consistent with applicable policies regarding protection of environmental resources. In addition to the mitigation measures, best management practices and technical recommendations (Condition Nos. 3, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 20) will be applied to ensure protection of natural resources.

- g) Potential impacts to Tribal Cultural Resources are addressed by application of a standard County condition of approval (Condition No. 3), and a mitigation measure requiring a tribal monitor during construction activities is not required nor warranted based on the evidence.

The County finds that there is no specific evidence presented alongside the negative archaeological report to show that this site in particular contains significant cultural resources that would require an on-site tribal monitor. Pursuant to Section 15074.1 of the CEQA Guidelines, prior to approving a project, the lead agency may, in accordance with this section, delete mitigation measures and substitute for them other measures which the lead agency determines are equivalent or more effective. The County's standard condition (Condition No. 3) for incidental discovery of archaeological resources has been applied to the project to manage the discovery of archaeological and/or tribal cultural resources.

- h) Potential impacts to Biological Resources are addressed by the application of mitigation measures required for PLN160608 (Mitigation Measure Nos. 1 through 7). These mitigation measures address the potential impacts to biological resources and Monterey cypress habitat associated with project construction and are applied to ensure avoidance of impacts.

Under the amended project, potential impacts to Monterey cypress have been reduced and avoided. Overall, the proposed project will have fewer impacts than the previously approved project. The minor amendment reduces the footprint of the proposed additions, continues

to be consistent with the mitigation measures for ESHA and these mitigations will be carried over to this minor and trivial amendment. The mitigation measures require monitoring or grading and construction activities to ensure adherence to the recommendations of the project arborist and biologist, implementation of Best Management Practices (BMPs) to ensure protection of on-site trees, installation of tree protection measures during construction, implementation of specific tree protection standards during grading and excavation, adherence to tree pruning guidelines to ensure the long-term health of on-site trees, installation of perimeter fencing that facilitates effective wildlife movement, and use of construction netting to protect wildlife and reptiles.

- i) Evidence that has been received and considered includes: the application, technical studies/reports (see Finding No. 3, Evidence b), staff reports that reflect the County’s independent judgment, and information and testimony presented during public meetings and hearings. These documents are on file in HCD-Planning (Planning File Nos. PLN160608 and PLN160608-AMD1) and/or the Clerk of the Board of Supervisors’ files, and are hereby incorporated herein by reference.
- j) The Monterey County Board of Supervisors considered the Addendum, along with the MND prepared and adopted for the previously-approved Combined Development Permit, at a duly noticed public hearing held on January 12, 2021. The materials upon which the County’s decision is based are located in HCD-Planning, 1441 Schilling Place, 2nd Floor, Salinas, California.
- k) This approval carries forward the mitigation measures from the original project. A Condition of Approval and Mitigation Monitoring and/or Reporting Plan has been prepared in accordance with Monterey County regulations, is designed to ensure compliance during project implementation, and is hereby incorporated herein by reference. The Applicant must enter into an Agreement to Implement a Mitigation Monitoring and/or Reporting Plan as a condition of project approval (Condition No. 5).
- l) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in project files PLN160608 and PLN160608-AMD1.

6. FINDING: PUBLIC ACCESS – The project as amended is in conformance with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with Section 30200 of the Public Resources Code) and the County’s Local Coastal Program (LCP), and does not interfere with any form of historic public use or trust rights.

- EVIDENCE:**
- a) No access is required as part of the project as no substantial adverse impact on access, either individually or cumulatively, as described in Section 20.147.130 of the Monterey County Coastal Implementation Plan (Part 5) can be demonstrated.
 - b) No evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over this property.

- c) The subject property is not described as an area where the Local Coastal Program requires physical public access (Figure 8, Major Public Access and Recreational Facilities, Del Monte Forest Land Use Plan).
- d) The subject property is identified as an area where the Local Coastal Program may require visual public access (Figure 3, Visual Resources, Del Monte Forest Land Use Plan). See Evidence e below.
- e) Based on review of the project location on the east (i.e., inland) side of 17-Mile Drive, the development proposal will not interfere with visual access along 17-Mile Drive because the property is minimally visible from 17-Mile Drive due to topography and existing vegetative screening.
- f) The previously-approved Combined Development Permit (Planning File No. PLN160608) did not raise any potential access impacts. This proposed minor amendment does not change that determination as it does not increase the scope or impacts of the originally approved project.
- g) The project planner conducted a site visit on September 8, 2017, to verify that the project, as proposed and conditioned/mitigated, would not impact public access. The project planner also reviewed plans and aerial imagery to verify that the proposed development would not impact visual resources. This proposed minor amendment does not change that determination as it does not increase the scope or impacts of the originally approved project.
- h) The application, plans and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in project files PLN160608 and PLN160608-AMD1.

7. FINDING: **NO VIOLATIONS** - The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.

- EVIDENCE:**
- a) Monterey County HCD-Planning and HCD-Building Services records were reviewed, and the County is not aware of any violations existing on the subject property.
 - b) The application, plans and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in project files PLN160608 and PLN160608-AMD1.

8. FINDING: **DEVELOPMENT WITHIN 100 FEET OF ENVIRONMENTALLY SENSITIVE HABITAT AREAS (ESHA) AND DEVELOPMENT WITHIN THE INDIGENOUS MONTEREY CYPRESS HABITAT AREA** – The subject project as amended minimizes impact on environmentally sensitive habitat areas in accordance with the applicable goals and policies of the applicable area plan and zoning codes. The project is also in conformance with the requirements of Del Monte Forest Land Use Plan (DMF LUP) Policy 20 and Section 20.147.040.2(c)(2) of the Coastal Implementation Plan (Title 20 of the Monterey County

Code), Part 5, regulating development within the indigenous Monterey cypress habitat in the DMF LUP area.

- EVIDENCE:**
- a) The previously-approved Combined Development Permit (Planning File No. PLN160608) included a coastal development permit to allow development within 100 feet of ESHA (i.e., Monterey cypress habitat), which remains operative and valid for this minor amendment which is only modifying minor aspects of the project. Pursuant to the policies of the Del Monte Forest Land Use Plan and applicable Monterey County Code (MCC), a coastal development permit is required and the criteria to grant said permit has been met.
 - b) DMF LUP Policy 20 designates indigenous Monterey cypress habitat as environmentally sensitive habitat and presumes its presence within and adjacent to the area mapped in LUP Figure 2a. Policy 20 also directs that all development in and adjacent to the Monterey cypress habitat be carefully sited and designed to avoid potential damage or degradation of Monterey cypress habitat, including the microhabitat of individual cypress trees, include measures that will enhance Monterey cypress habitat values, and be compatible with the objective of protecting this environmentally sensitive coastal resource.
 - c) Coastal Implementation Plan Section 20.147.040.D.2 specifically allows new and/or modified development on existing developed lots to be located within the existing legally established structural and/or hardscape area (i.e.; all areas of the site covered with a structure, or covered by pervious or impervious hardscape such as decks, patios, driveways, and paths, but not including landscaped areas, fence areas, or underground or over ground utility areas). As revised under the minor amendment, the proposed development would remain within the existing legally established structural and/or hardscape area.
 - d) The County had previously determined that a portion of the property fell within the area of the Del Monte Forest delineated as indigenous Monterey Cypress habitat, while the rest of property was outside the mapped boundaries. The Planning Commission determined the proposed development as approved on March 28, 2018, was outside of the Monterey Cypress habitat. However, the California Coastal Commission (CCC) staff informed County staff that the CCC would appeal the Planning Commission's decision based on their view that the entire undeveloped area of the parcel is comprised of Monterey cypress habitat versus the mapped area shown on Figure 2a of the Del Monte Forest Land Use Plan. The mapped habitat area on Figure 2a only included approximately one-third of the subject parcel nearest 17-Mile Drive. The project biologist confirmed this delineation; however, a CCC biologist had a different interpretation. To avoid a CCC appeal, CCC staff gave the applicant the option to reduce the development footprint to those areas of existing structures and hardscape. Following discussions with CCC staff, the applicant agreed to revise the proposed development per CCC staff recommendations, and submitted the application for a Minor and Trivial Amendment to the County. The proposed minor amendment is consistent with DMF LUP Policy 20. Additionally, the originally-proposed project carried seven (7) mitigation measures to mitigate

potential impacts to ESHA to a less than significant level, two (2) of which are non-standard conditions protecting wildlife. Therefore, the proposed project, which reduces the footprint of the proposed additions, continues to be consistent with the mitigation measures for ESHA and these mitigations will be carried over to this minor and trivial amendment.

- e) Pursuant to DMF LUP Policies 8 and 13, the project has been re-designed to be compatible with the long-term maintenance of the Monterey cypress habitat and to prevent impacts that would significantly degrade the protected habitat. The County has applied a condition requiring dedication of a Conservation and Scenic Easement Deed (Condition No. 20) over those areas of the property not approved for development to ensure long-term protection of the habitat.
- f) The application, plans and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in project files PLN160608 and PLN160608-AMD1.

9. FINDING:

APPEAL – Upon consideration of the documentary evidence, the staff report, the oral and written testimony, and all other evidence in the record as a whole, the Board finds that there is no substantial evidence to support the appeal by Lidia Woytak and makes the following specific findings in regard to the Appellant’s contentions:

- a) The Appellant (Lidia Woytak), pursuant to Monterey County Code (MCC) Section 20.86.030.C, timely filed an appeal from the November 4, 2020, decision of the Chief of Planning. The appeal challenged the Chief of Planning’s environmental determination and approval of the Minor and Trivial Amendment to a previously-approved Combined Development Permit; and contended that there was a lack of a fair or impartial hearing, the actions are not supported by the evidence, and that the decision was contrary to law. See also Finding No. 1, Evidences l and m.

The text of the Appellant’s primary contentions and the County’s responses to those contentions are set forth in Evidences b through e below. The Appeal filed by the Appellant, including the complete text of the Appellant’s contentions, is included in the January 12, 2021, staff report to the Board of Supervisors as Attachment C, and is incorporated herein by reference.

- b) Appellant’s Specific Contention A: The Appellant contends: “*The project does not constitute a minor and trivial amendment. It requires a new Coastal Development Permit application properly processed through the County quasi-judicial bodies.*”

. The revised project reduces the total ground footprint square footage by 1,088 square feet, thereby reducing and avoiding potential impacts to environmentally sensitive habitat area. The revised project is consistent with the original permit action in that both involve the construction of single-family dwelling additions with an attached garage within the existing developed footprint and hardscape on the site. The

applicant modified the attached accessory structure from a one-story to a two-story structure; however, the revised structure conforms to applicable development standards for the zoning district and is consistent with other structures in the vicinity. Therefore, pursuant to Monterey County Code (MCC) Sections 20.70.105.A and 20.76.115.A, the proposed minor amendment is in keeping with the previous approval by the Planning Commission and is minor and trivial in nature. Moreover, MCC does not regulate privacy or private views. See also Evidence d below regarding CEQA review. In any event, the appellant was afforded and has availed herself of the right of appeal, and the Board of Supervisors has conducted a de novo public hearing at which the appellant and any member of the public had the right to appear and be heard regarding the application.

- c) Appellant's Specific Contention B: The Appellant contends "*The project proposes prohibitive development within the environmentally sensitive habitat area inconsistent with the Coastal Act.*"

The project, as amended and mitigated, does not involve development prohibited under the Coastal Act nor inconsistent with applicable policies and regulations. Coastal Implementation Plan Section 20.147.040.D.2 specifically allows new and/or modified development on existing developed lots to be located within the existing legally established structural and/or hardscape area. Coastal Commission staff has concurred that the proposed revisions would not impact the Monterey cypress/habitat on the site.

Under the proposed amended project, potential impacts to Monterey cypress have been reduced and avoided. The minor amendment reduces the footprint of the proposed additions, continues to require mitigation measures for ESHA and these mitigations will be carried over to this minor and trivial amendment. The mitigation measures require monitoring or grading and construction activities to ensure adherence to the recommendations of the project arborist and biologist, implementation of Best Management Practices (BMPs) to ensure protection of on-site trees, installation of tree protection measures during construction, implementation of specific tree protection standards during grading and excavation, adherence to tree pruning guidelines to ensure the long-term health of on-site trees, installation of perimeter fencing that facilitates effective wildlife movement, and use of construction netting to protect wildlife and reptiles.

Defensible space would be required within 100 feet of the project's structures to reduce fire hazard on-site, consistent with state and county requirements. Defensible space zones are passive measures and would not impede site access or otherwise hinder evacuation or emergency response efforts. Presence of defensible space areas would reduce fuel volumes and moderate fire behavior near structures, and would reduce potential wildfire impacts. However, implementation of defensible space measures would not impact Monterey cypress habitat values, nor be incompatible with the

objective of protecting this environmentally sensitive coastal resource.

- d) Appellant's Specific Contention C: The Appellant stated, "*The project requires further environmental review under CEQA.*"

The revised project would reduce the footprint of the proposed development and limit the development to existing hardscape and structural areas on the parcel. As previously approved, the original project included seven (7) mitigation measures to mitigate potential impacts to the adjacent environmentally sensitive habitat area (ESHA) to a less than significant level. This amendment includes those seven measures. The project revisions effected by this amendment would not result in new significant impacts not previously identified in the MND or result in substantially more severe impacts than previously identified. The project as amended, like the original project, reduces the potential impacts to biological resources, continues to require the mitigation measures for ESHA, and these mitigation measures will be brought forward to this minor amendment. Staff has prepared an Addendum which the Board of Supervisors has considered together with the Mitigated Negative Declaration adopted for the original Combined Development Permit. Pursuant to CEQA Guidelines section 15164, an Addendum is appropriate to describe the minor amendment but the amendment does not entail substantial changes in the project which would require additional environmental review due to new significant effects or a substantial increase in the severity of previously identified significant effects, nor are there substantial changes in circumstances or significant new information that would require additional environmental review due to new significant effects or a substantial increase in the severity of previously identified significant effects.

- e) Appellant's Specific Contention D: The Appellant contends: "*The project fails to adequately address cultural resources.*"

The applicant submitted an archaeological assessment (LIB170212) which concluded that there is no surface evidence of potentially significant archaeological resources on the project parcel. Pursuant to current State law (Public Resources Code Section 21080.3.1 et seq.), upon initiation of environmental review the County requested a consultation with a member of the Ohlone/Costanoan-Essalen Nation (OCEN) to review the project's potential impact on tribal cultural resources prior to the release of a mitigated negative declaration. Subsequent consultation resulted in the OCEN Chairperson submitting a letter to County staff objecting to all excavation in known cultural lands, even when they are described as previously disturbed and of no archaeological value. Therefore, staff incorporated a mitigation measure to require a tribal monitor on site during excavation activities. Based on discussion during public hearing, the Planning Commission determined the requirement for a tribal monitor was without substantiated merit. The Planning

Commission found that there was no specific evidence presented alongside the negative archaeological report to show that this site in particular contained significant cultural resources that would require an on-site tribal monitor. Therefore, the mitigation measure was found to be unwarranted. Pursuant to Section 15074.1 of the CEQA Guidelines, prior to approving a project, the lead agency may, in accordance with this section, delete mitigation measures and substitute for them other measures which the lead agency determines are equivalent or more effective. The County's standard condition (Condition No. 3) for incidental discovery of archaeological resources was and has been applied to the project to manage the discovery of archaeological and/or tribal cultural resources. There is no evidence, based upon the record as a whole, nor new evidence, that the project may have a significant, or cumulatively significant, effect on cultural resources.

10. FINDING:

APPEALABILITY - The decision on this project may be appealed to the California Coastal Commission.

- a) California Coastal Commission. Pursuant to Section 20.86.080.A of the Monterey County Zoning Ordinance (Title 20), the project is subject to appeal by/to the California Coastal Commission because it involves development between the sea and the first through public road paralleling the sea (State Route/Highway 1), and development permitted in the underlying zone as a conditional use (i.e.; development within 100 feet of environmentally sensitive habitat area).

DECISION

NOW, THEREFORE BE IT RESOVED, based on the above findings and evidence, and the administrative record as a whole, that the Board of Supervisors does hereby:

- A. Certify that the foregoing recitals and findings are true and correct;
- B. Deny the appeal of Lidia Woytak from the Chief of Planning’s environmental determination and approval of a Minor and Trivial Amendment to a previously-approved Combined Development Permit;
- C. Certify that the Board has considered an Addendum together with the previously-adopted Mitigated Negative Declaration; ;
- D. Approve a Minor and Trivial Amendment to a previously-approved Combined Development Permit (Monterey County Planning Commission Resolution No. Resolution No. 18-013 (Planning File No. PLN160608)) for reduction in the overall development footprint of the previously-approved 2,717 square feet of first floor additions to an existing single-family dwelling and a one-story 1,135 square foot attached 3-car garage. This Minor and Trivial Amendment would allow construction of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game room above the proposed garage, within the same general footprint as the previously approved project and within the parcel’s existing disturbed and hardscape areas; and
- E. Adopt a Condition of Approval and Mitigation Monitoring and Reporting Plan.

All work must be in general conformance with the attached plans and this approval is subject to twenty-one (21) conditions, including seven (7) mitigation measures, all being attached hereto and incorporated herein by reference.

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____, and carried this 12th day of January, 2021, by the following vote to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book _____ for the meeting on January 12, 2021.

Date:
File Number:

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

By _____
Deputy

Monterey County RMA Planning

DRAFT Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN160608-AMD1

1. PD001 - SPECIFIC USES ONLY

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: This Minor and Trivial Amendment (Planning File No. PLN160608-AMD1) to a previously-approved Combined Development Permit (Planning File No. PLN160608) amends the previously approved project consisting of 2,717 square feet of first floor additions to an existing single-family dwelling and a one-story 1,135 square foot attached 3-car garage, to the amended project consists of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game room above the proposed garage, within the same general footprint and within the parcels existing disturbed and hardscape areas. The property is located at 3257 17-Mile Drive, Pebble Beach (Assessor's Parcel Number 008-461-010-000), Del Monte Forest Land Use Plan, Coastal Zone. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Chief of Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an ongoing basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state: "A Minor and Trivial Amendment (Resolution Number 21- ; Planning File No. PLN160608-AMD1) to a previously-approved Combined Development Permit (Planning File No. PLN160608). was approved by the Board of Supervisors for Assessor's Parcel Number 008-461-010-000 on January 12, 2021. The permit was granted subject to twenty-one (21) conditions of approval which run with the land. A copy of the permit is on file with Monterey County Planning."

Proof of recordation of this notice shall be furnished to Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, certificates of compliance, or commencement of use, whichever occurs first and as applicable, the Owner/Applicant shall provide proof of recordation of this notice to Planning.

3. PD003(A) - CULTURAL RESOURCES NEGATIVE ARCHAEOLOGICAL REPORT

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: If, during the course of construction, cultural, archaeological, historical or paleontological resources are uncovered at the site (surface or subsurface resources) work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist can evaluate it. Monterey County Planning and a qualified archaeologist (i.e., an archaeologist registered with the Register of Professional Archaeologists) shall be immediately contacted by the responsible individual present on-site. When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for recovery. (Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to this condition on an on-going basis.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans. The note shall state "Stop work within 50 meters (165 feet) of uncovered resource and contact Monterey County Planning and a qualified archaeologist immediately if cultural, archaeological, historical or paleontological resources are uncovered."

When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for the discovery.

4. PD005 - FISH & GAME FEE NEG DEC/EIR

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Pursuant to the State Public Resources Code Section 753.5, State Fish and Game Code, and California Code of Regulations, the applicant shall pay a fee, to be collected by the County, within five (5) working days of project approval. This fee shall be paid before the Notice of Determination is filed. If the fee is not paid within five (5) working days, the project shall not be operative, vested or final until the filing fees are paid. (Planning)

Compliance or Monitoring Action to be Performed: Within five (5) working days of project approval, the Owner/Applicant shall submit a check, payable to the County of Monterey, to Planning.

If the fee is not paid within five (5) working days, the applicant shall submit a check, payable to the County of Monterey, to Planning prior to the recordation of the final/parcel map, the start of use, or the issuance of building permits or grading permits.

5. PD006 - CONDITION OF APPROVAL / MITIGATION MONITORING PLAN

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant shall enter into an agreement with the County to implement a Condition of Approval/Mitigation Monitoring and/or Reporting Plan (Agreement) in accordance with Section 21081.6 of the California Public Resources Code and Section 15097 of Title 14, Chapter 3 of the California Code of Regulations. Compliance with the fee schedule adopted by the Board of Supervisors for mitigation monitoring shall be required and payment made to the County of Monterey at the time the property owner submits the signed Agreement. The agreement shall be recorded. (Planning)

Compliance or Monitoring Action to be Performed: Within sixty (60) days after project approval or prior to the issuance of building and grading permits, whichever occurs first, the Owner/Applicant shall:

- 1) Enter into an agreement with the County to implement a Condition of Approval/Mitigation Monitoring Plan.
- 2) Fees shall be submitted at the time the property owner submits the signed Agreement.
- 3) Proof of recordation of the Agreement shall be submitted to Planning.

6. PD007- GRADING WINTER RESTRICTION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: No land clearing or grading shall occur on the subject parcel between October 15 and April 15 unless authorized by Building Services. (Planning and Building Services)

Compliance or Monitoring Action to be Performed: The Owner/Applicant, on an on-going basis, shall obtain authorization from Monterey County Building Services to conduct land clearing or grading between October 15 and April 15.

7. PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. The lighting source shall be shielded and recessed into the fixture. The applicant shall submit three (3) copies of an exterior lighting plan which shall indicate the location, type, and wattage of all light fixtures and include catalog sheets for each fixture. The lighting shall comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6. The exterior lighting plan shall be subject to approval by Planning, prior to the issuance of building permits. (Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of building permits, the Owner/Applicant shall submit an exterior lighting plan as part of the construction plan set to Planning for review and approval. Approved lighting plans shall be incorporated into final building plans.

Prior to final/occupancy, the Owner/Applicant/Contractor shall submit written and photographic evidence demonstrating that the lighting has been installed according to the approved plan.

On an on-going basis, the Owner/Applicant shall ensure that the lighting is installed and maintained in accordance with the approved plan.

8. PD032(A) - PERMIT EXPIRATION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The permit shall be granted for a time period of three (3) years, to expire on January 12, 2024, unless use of the property or actual construction has begun within this period. (Planning)

Compliance or Monitoring Action to be Performed: Prior to the expiration date stated in the condition, the Owner/Applicant shall obtain a valid grading or building permit and/or commence the authorized use to the satisfaction of Planning. Any request for extension must be received by Planning at least 30 days prior to the expiration date.

9. PD050 - RAPTOR/MIGRATORY BIRD NESTING

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Any tree removal activity that occurs during the typical bird nesting season (February 22-August 1), the County of Monterey shall require that the project applicant retain a County qualified biologist to perform a nest survey in order to determine if any active raptor or migratory bird nests occur within the project site or within 300 feet of proposed tree removal activity. During the typical nesting season, the survey shall be conducted no more than 30 days prior to ground disturbance or tree removal. If nesting birds are found on the project site, an appropriate buffer plan shall be established by the project biologist. (Planning)

Compliance or Monitoring Action to be Performed: No more than 30 days prior to ground disturbance or tree removal, the Owner/Applicant/Tree Removal Contractor shall submit to Planning a nest survey prepared by a County qualified biologist to determine if any active raptor or migratory bird nests occur within the project site or immediate vicinity.

10. MITIGATION MEASURE 1: MONITORING OF GRADING AND CONSTRUCTION ACTIVITIES

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Mitigation Measure No. 1: Monitoring of Grading and Construction Activities. In order to ensure grading and construction activities are conducted in accordance with the recommendations contained in the Bailey Tree Assessment and Forest Management Plan (Planning File LIB170359) and the Bailey Biotic Report (Planning File LIB170360), the owner/applicant shall contract with a certified arborist or qualified forester and a qualified biologist to review the construction documents (grading plan, building plan, and construction management plan) for consistency with the preliminary plans and the reports listed above, verify successful installation of tree protection measures, and the monitor grading, construction, and tree pruning activities. Language contained in the contracts shall include verification of compliance with applicable Mitigation Measure Nos. 2 through 7.

Compliance or Monitoring Action to be Performed: Mitigation Measure Monitoring Action No. 1a: Prior to the issuance of construction permits for grading or building, the owner/applicant shall submit to Planning a copy of the contract between the owner/applicant and a certified arborist or qualified forester (referred to as the project arborist). The contract shall include provisions for review of the grading, building, and construction management plans; monitoring of construction activities; and verifying that the protection measures outlined in Mitigation Measure Nos. 2 through 7 will be implemented. In addition, the contract shall include the preparation of a final report indicating that the protection measures in place were successful. The contract shall be submitted to Planning for review and approval. Should Planning find the contract incomplete or unacceptable, the contract will be returned to the owner/applicant and a revised contract shall be re-submitted for review and approval.

Mitigation Measure Monitoring Action No. 1b: Prior to the issuance of construction permits for grading or building, the owner/applicant shall submit to Planning a copy of the contract between the owner/applicant and a qualified biologist (referred to as the project biologist). The contract shall include provisions for review of the grading, building, and construction management plans; monitoring of construction activities; and verifying that the protection measures outlined in Mitigation Measure Nos. 2 through 7 will be implemented. In addition, the contract shall include the preparation of a final report indicating that the protection measures in place were successful. The contract shall be submitted to Planning for review and approval. Should Planning find the contract incomplete or unacceptable, the contract will be returned to the owner/applicant and a revised contract shall be re-submitted for review and approval.

11. MITIGATION MEASURE 2: BEST MANAGEMENT PRACTICES

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Mitigation Measure No. 2: Best Management Practices. In order to ensure construction activities include best management practices that provide overall protection measures for all trees onsite, the following shall be included as a note on the construction plans.

- Depositing fill, parking equipment, or staging construction materials near existing trees shall be prohibited. Trees shall be protected by boards, fencing or other materials to delineate protection zones.
- Pruning shall be conducted so as not to unnecessarily injure the tree. General-principals of pruning include placing cuts immediately beyond the branch collar, making clean cuts by scoring the underside of the branch first.
- Root cutting shall occur outside of the springtime. Late June and July would likely be the best. Pruning of the live crown should not occur February through May.
- Tree material greater than 3-inches in diameter remaining on site more than one month that is not cut and split into firewood shall be covered with clear plastic that is dug in securely around the pile to discourage infestation and dispersion of bark beetles.
- A mulch layer approximately 4-inches deep shall be applied to the ground under selected trees prior to, maintained during, and following construction. Only 1 to 2 -inches of mulch shall be applied within 1 to 2-feet of the trunk. Under no circumstances shall any soil or mulch be placed against the root crown (base) of trees. The best source of mulch would be from chipped material generated on site.
- If trees along near the development are visibly declining in vigor, a Professional Forester or Certified Arborist should be contacted to inspect the site to recommend a course of action.

Compliance or Monitoring Action to be Performed: Mitigation Measure Monitoring Action No. 2a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall include a note on the construction plans encompassing the language contained within Mitigation Measure No. 2 to Planning for review and approval.

Mitigation Measure Monitoring Action No. 2b: Prior to final of construction permits for grading and/or building, the owner, applicant, or project arborist shall submit a final report to Planning demonstrating that implementation of the best management practices was successful.

12. MITIGATION MEASURE 3: GENERAL TREE PROTECTION STANDARDS

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Mitigation Measure No. 3: General Tree Protection Standards. In order to ensure impacts to Monterey Cypress trees during construction are minimized, the following protection measures shall be in place during grading and construction activity shall be implemented in consultation with, and approved by the project arborist and biologist:

- Trees located adjacent to the construction area shall be protected from damage by construction equipment by the use of free standing cross braced temporary fencing and through wrapping of trunks with protective materials. Mulching (4-inch deep) shall be placed in the critical root zone areas within fenced areas.
- Fencing shall consist of chain link, snowdrift, plastic mesh, hay bales, or field fence.
- Fencing is not to be attached to the tree but free standing with 2x4 wood or metal cross bracing to be self-supporting so as not to damage trees. Fencing shall be rigidly supported and shall stand a minimum of height of four feet above grade and placed to the farthest extent possible from the trees base to protect the area within the trees drip line (typically 10 to 12-feet away from the base of a tree).
- In cases where access or space is limited for tree protection it is permissible to protect the tree within the 10 to 12-foot distance after determination and approval by a qualified forester or arborist.
- Soil compaction, parking of vehicles or heavy equipment, stockpiling of construction materials, and/or dumping of materials should not be allowed adjacent to trees on the property especially within fenced areas.
- Areas anticipated to have construction equipment near trees should have root zones mulched with cypress wood chips placed around to spread equipment load and to protect against soil compaction.
- Fenced areas and the trunk protection materials should remain in place during the entire construction period.

Compliance or Monitoring Action to be Performed: Mitigation Measure Monitoring Action No. 3a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall include a note on the construction plans encompassing the language contained within Mitigation Measure No. 3 to Planning for review and approval.

Mitigation Measure Monitoring Action No. 3b: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall submit a tree protection plan consistent with the measures outlined within Mitigation Measure No. 3 to Planning for review and approval.

Mitigation Measure Monitoring Action No. 3c: Prior to final of construction permits for grading and/or building, the owner, applicant, or project arborist shall submit a final report to Planning demonstrating that implementation of the tree protection measures was successful.

13. MITIGATION MEASURE 4: TREE PROTECTION STANDARDS DURING GRADING AND EXCAVATION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Mitigation Measure No. 4: Tree Protection Standards During Grading and Excavation. In order to ensure impacts to cypress trees during excavation, trenching, and construction of foundations are minimized, the following measures shall be implemented and approved by a qualified arborist or forester:

- All trenching, grading or any other digging or soil removal that is expected to encounter tree roots should be monitored by a qualified arborist or forester to ensure against drilling or cutting into or through major roots.
- The project architect and qualified arborist should be on site during excavation activities to direct any minor field adjustments that may be needed.
- Trenching for retaining walls or footings located adjacent to any tree should be done by hand where practical and any roots greater than 3-inches diameter should be bridged or pruned appropriately.
- Removal of the organic layer of the upper soil profile for installation of the driveway and motor court shall be done by hand. If any roots encountered are larger than 1 -inch, that shall be preserved within the aggregate base material, subject to evaluation by a certified arborist.
- Installation of utility connections shall be outside cypress driplines to the extent feasible. Trenching shall be accomplished by hand, air, or water, with all roots larger than 1-inch to be preserved to the extent that is compatible with the placement of the utility conveyances into their trenches.
- Any roots that must be cut should be cut by manually digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root pruning equipment.
- Any roots damaged during grading or excavation should be exposed to sound tissue and cut cleanly with a saw.

If at any time potentially significant roots (over 3-inches in diameter) are discovered:

- The arborist/forester will be authorized to halt excavation until appropriate mitigation measures are formulated and implemented.
- If significant roots are identified that must be removed that will destabilize or negatively affect the target trees (not anticipated with the present design), the property owner will be notified immediately and a determination for removal will be assessed and made as required by law for treatment of the area that will not risk death decline or instability of the tree consistent with the implementation of appropriate construction design approaches to minimize affects, such as hand digging, bridging or tunneling under roots, etc.

Compliance or Monitoring Action to be Performed: Mitigation Measure Monitoring Action No. 4a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall include a note on the construction plans encompassing the language contained within Mitigation Measure No. 4 to Planning for review and approval.

Mitigation Measure Monitoring Action No. 4b: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall, in accordance with Mitigation Measure No. 3, submit a tree protection plan to Planning for review and approval. This plan shall also incorporate measures outlined within Mitigation Measure No. 4.

Mitigation Measure Monitoring Action No. 4c: Prior to final of construction permits for grading and/or building, the owner, applicant, or project arborist shall submit a final report to Planning demonstrating that implementation of the tree protection measures was successful.

14. MITIGATION MEASURE 5: TREE PRUNING GUIDELINES

Responsible Department: RMA-Planning

- Condition/Mitigation Monitoring Measure:** Mitigation Measure No. 5: Tree Pruning Guidelines. Pruning of retained trees is expected for this site and shall be limited to only those areas necessary for a safe working and living environment. In order to ensure long-term health of each individual tree, the owner/applicant shall incorporate these specified guidelines during tree pruning activities.
- Pruning shall be limited to trees that have major deadwood that present significant risk or are exhibiting some structural defect or disease that must be compensated.
 - Trees should be monitored on occasion for health and vigor after pruning. Should the health and vigor of any tree decline it will be treated as appropriately recommended by a certified arborist or qualified forester.
 - Trees shall be pruned first for safety, next for health, and finally, only if necessary, for aesthetics.
 - Type of pruning is determined by the size of branches to be removed. General guidelines for branch removal are:
 - o Fine Detail pruning – Limbs under 2-inches in diameter are removed.
 - o Medium Detail Pruning – Limbs between 2 and 4-inch in diameter.
 - o Structural Enhancement – Limbs greater than 4-inches diameter.
 - o Broken and cracked limbs – Will be removed in high traffic areas of concern.
 - Crown thinning is the cleaning out of or removal of dead diseased, weakly attached, or low vigor branches from a tree crown. All trees will be assessed on how a tree will be pruned from the top down.
 - o Trimmers shall favor branches with strong, U- shaped angles of attachment and where possible remove branches with weak, V-shaped angles of attachment and/or included bark.
 - o Lateral branches shall be evenly spaced on the main stem of young trees and areas of fine pruning.
 - o Branches that rub or cross another branch may be removed where possible.
 - o Lateral branches may be no more than one-half to three-quarters of the diameter of the stem to discourage the development of codominant stems where feasible.
 - o In most cases trimmers shall not remove more than one-quarter of the living crown of a tree at one time. If it is necessary to remove more, it shall be conducted over successive years.
 - Crown raising removes the lower branches of a tree to provide clearance for buildings, vehicles, pedestrians and vistas.
 - o Live branches on at least two-thirds of a tree's total height shall be maintained wherever possible. The removal of many lower branches will hinder the development of a strong stem.
 - o All basal sprouts and vigorous epicormic sprouts shall be removed where feasible.
 - Crown reduction is used to reduce the height and/or spread of trees and is used for maintaining the structural integrity and natural form of a tree.
 - o Crown reduction pruning shall be used only when absolutely necessary. Pruning cuts shall be at a lateral branch that is at least one third the diameter of the stem to be removed wherever possible.
 - o When it is necessary to remove more than half of the foliage from a branch it may be necessary remove the entire branch.

Compliance or Monitoring Action to be Performed:

Mitigation Measure Monitoring Action No. 5a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall include a note on the construction plans encompassing the language contained within Mitigation Measure No. 5 to Planning for review and approval.

Mitigation Measure Monitoring Action No. 5b: Prior to final of construction permits for grading and/or building, the owner, applicant, or project arborist shall submit a final report to Planning demonstrating that implementation of the tree protection measures was successful.

15. MITIGATION MEASURE 6: DEER MOVEMENT/WILDLIFE MOVEMENT

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure:

Mitigation Measure No. 6: Deer Movement. Recognizing the importance of maintaining effective wildlife movement corridors in urban and developing landscapes, the owner/applicant shall coordinate with the project biologist to design perimeter fencing facilitating unabated movement by wildlife.

Compliance or Monitoring Action to be Performed:

Mitigation Measure Monitoring Action No. 6. Prior to issuance of construction permits for grading and/or building, the owner/applicant shall coordinate with the project biologist to incorporate smart fence and design elements on the project site that will facilitate unabated movement by wildlife – and particularly deer- across the property, or a portion of the property, from 17-Mile Drive and the adjoining (north-side) park lot. Whether this entails permanently removing downed fencing or a newly designed fence, the owner/applicant shall submit a site plan and photographs identifying and illustrating point(s) of passage according to the existing patterns of movement observed by the project biologist.

16. MITIGATION MEASURE 7: PROTECTION OF REPTILES, WILDLIFE-FRIENDLY NETTING DESIGN AND PRACTICES

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure:

Mitigation Measure No. 7: Protection of Reptiles, wildlife-friendly netting designs and practices. To minimize wildlife entanglement and plastic debris pollution, choose temporary erosion and sediment control products that either do not contain netting, or that contain netting manufactured from 100% biodegradable non-plastic materials such as jute, sisal, or coir fiber. Local snakes are highly susceptible to entrapment, injury and death when caught in the plastic, nylon and vinyl mesh-netting that is commonly used to bind erosion control materials. In particular, the net-wrapping that typically is used to encase 'coconut rolls' and 'fiber blankets' are dangerous and universally lethal to snakes that become entangled when attempting to move through the netting. There are many temporary erosion and sediment control products available that do not contain plastic netting.

Compliance or Monitoring Action to be Performed:

Mitigation Measure Monitoring Action No. 7a. All erosion and sediment control measures employed by project contractors shall specifically utilize materials that employ natural fiber mesh and netting, exclusively. The owner/applicant shall submit photographs illustrating point(s) of passage according to the existing patterns of movement identified by the project biologist.

Mitigation Measure Monitoring Action No. 7b. When no longer required, temporary erosion and sediment control products should be promptly removed.

17. EROSION CONTROL PLAN

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall submit an Erosion Control Plan in conformance with the requirements of Monterey County Code Chapter 16.12. The Erosion Control Plan shall include a construction entrance, concrete washout, stockpile area(s), material storage area(s), portable sanitation facilities and waste collection area(s), as applicable. (Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to issuance of any grading or building permits, the applicant shall submit an Erosion Control Plan to Environmental Services for review and approval.

18. GEOTECHNICAL CERTIFICATION

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall provide certification from a licensed practitioner that all development has been constructed in accordance with the recommendations in the project Geologic Report and Soil Engineering Investigation. (Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to final inspection, the owner/applicant shall provide Environmental Services a letter from a licensed practitioner certifying that all development has been constructed in accordance with the recommendations in the project Geologic Report and Soil Engineering Investigation.

19. GRADING PLAN

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall submit a Grading Plan incorporating the recommendations from the project Geologic Report and Soil Engineering Investigation prepared by Landset Engineers Inc. The Grading Plan shall include contour intervals and cross-sections that identify the existing grade, proposed grade, and the extent of any proposed excavation and/or fill. The Grading Plan shall include the geotechnical inspection schedule that identifies when the inspections will be completed, who will conduct the inspection (i.e.; PG, PE, and/or Special Inspector), a description of the required inspection, inspector name, and the completion date. The applicant shall also provide certification from the licensed practitioner that the Grading Plan incorporates their geotechnical recommendations. (Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to issuance of any grading or building permits, the applicant shall submit a Grading Plan to Environmental Services for review and approval.

Prior to issuance of any grading or building permits, the applicant shall submit certification from a licensed practitioner that they have reviewed the Grading Plan for conformance with the geotechnical recommendations.

20. PD022(C) - EASEMENT-CONSERVATION AND SCENIC (COASTAL)

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: A conservation and scenic easement shall be conveyed to the County over those portions of the property where environmentally sensitive habitats exist in accordance with the procedures in Monterey County Code § 20.64.280.A. A Subordination Agreement shall be required, where necessary. The easement shall be developed in consultation with a certified professional. An easement deed shall be submitted to, reviewed and approved by HCD-Planning and the Executive Director of the California Coastal Commission, and accepted by the Board of Supervisors prior to final of the building permit(s). (Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of grading and building permits, the Owner/Applicant/Certified Professional shall submit the conservation and scenic easement deed and corresponding map, showing the exact location of the easement on the property along with the metes and bound description developed in consultation with a certified professional, to Planning for review and approval.

Prior to issuance of grading and building permits, the Owner/Applicant shall submit a signed and notarized Subordination Agreement, if required, to Planning for review and approval.

Prior to final of building permits, the Board of Supervisors shall accept the deed and map showing the approved conservation and scenic easement.

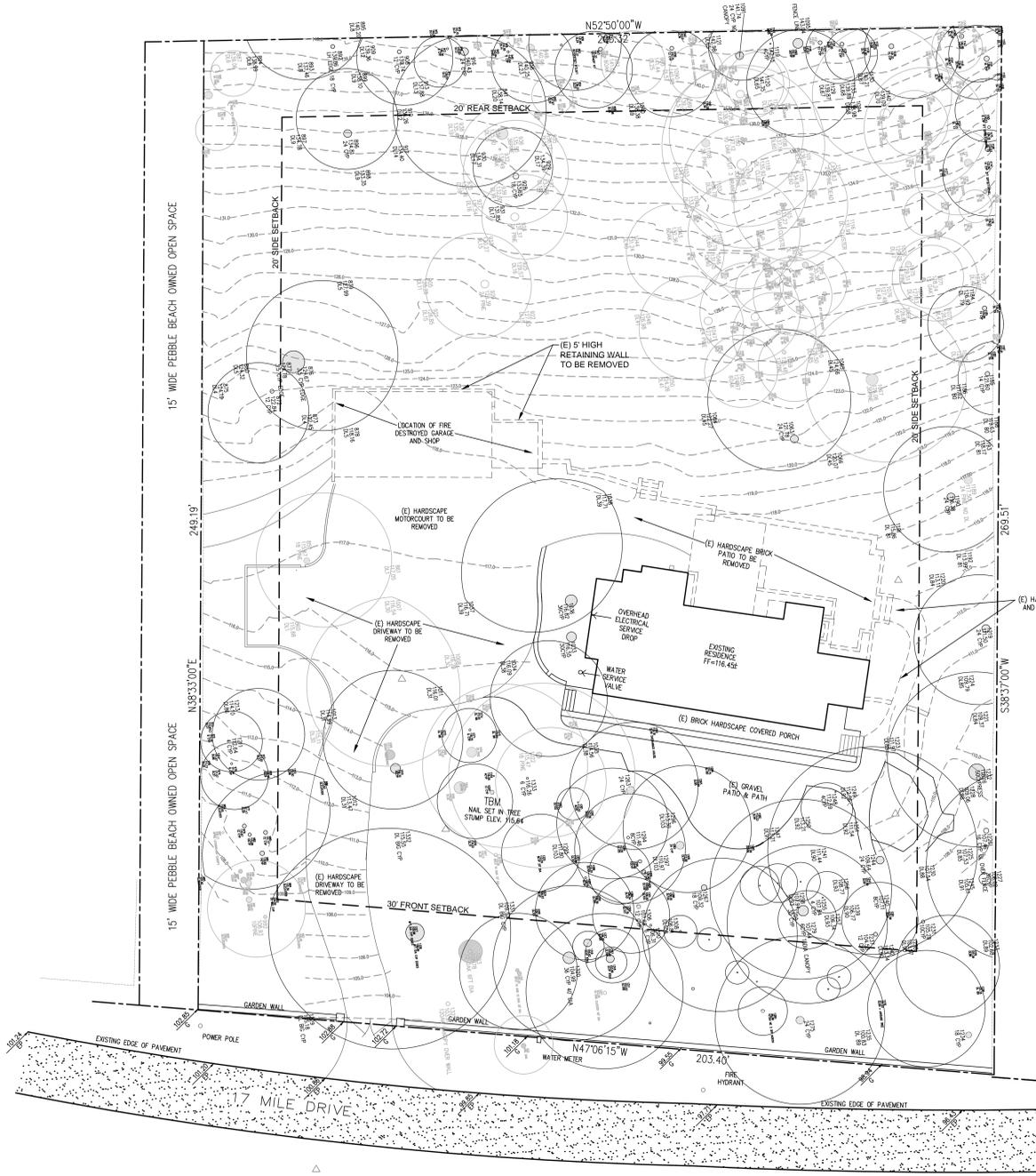
21. CC01 INDEMNIFICATION AGREEMENT

Responsible Department: County Counsel-Risk Management

Condition/Mitigation Monitoring Measure: The property owner agrees as a condition and in consideration of approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code Section 66474.9, defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The property owner will reimburse the County for any court costs and attorney's fees which the County may be required by a court to pay as a result of such action. The County may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his/her/its obligations under this condition. An agreement to this effect shall be recorded upon demand of County Counsel or concurrent with the issuance of building permits, use of property, filing of the final map, recordation of the certificates of compliance whichever occurs first and as applicable. The County shall promptly notify the property owner of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless. (County Counsel-Risk Management)

Compliance or Monitoring Action to be Performed: Upon demand of County Counsel or concurrent with the issuance of building permits, use of the property, recording of the final/parcel map, or recordation of Certificates of Compliance, whichever occurs first and as applicable, the Owner/Applicant shall submit a signed and notarized Indemnification Agreement to the Office of County Counsel-Risk Management for review and signature by the County.

Proof of recordation of the Indemnification Agreement, as outlined, shall be submitted to the Office of County Counsel-Risk Management



EXISTING SITE PLAN
 SCALE: 1/16" = 1'-0"



PROPOSED SITE PLAN
 SCALE: 1/16" = 1'-0"

PROJECT NAME:
**BAILEY REMODEL
 AND ADDITION**
 3257 17 MILE DRIVE
 PEBBLE BEACH, CA.
 93953
 APN: 008-461-010-000
 JOB NUMBER: 2007

John Moore
MOORE DESIGN Inc.
 RESIDENTIAL PLANNING &
 CONSTRUCTION ADMINISTRATION
 225 CANNERY ROW, SUITE 1
 MONTEREY, CA. 93940
 831.642.9732 FAX 831.401.3292
 john@mooredesign.org

DRAWING RECORD

DESCRIPTION	ISSUED
MO. CO. PLAN PRE-APP SUBMIT	9/14/2016
PS SUBMITTAL	4/18/2017
MO. CO. PLAN SUBMITTAL	4/20/2017
MO. CO. PLAN RESUBMIT #1	8/28/2017
MO. CO. PLAN CHECK SUBMIT	5/25/2018
MO. CO. PLAN RESUBMIT #2	4/02/2020

PRINT DATE: 4/2/2020
MEMBER
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SHEET TITLE:
SITE PLANS

SHEET NUMBER:
A1.1

PROJECT NAME:

BAILEY REMODEL AND ADDITION

3257 17 MILE DRIVE
PEBBLE BEACH, CA.
93953

APN: 008-461-010-000
JOB NUMBER: 2007



MOORE DESIGN Inc.
RESIDENTIAL PLANNING &
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john@mooredesign.org

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PRINT DATE: 4/2/2020

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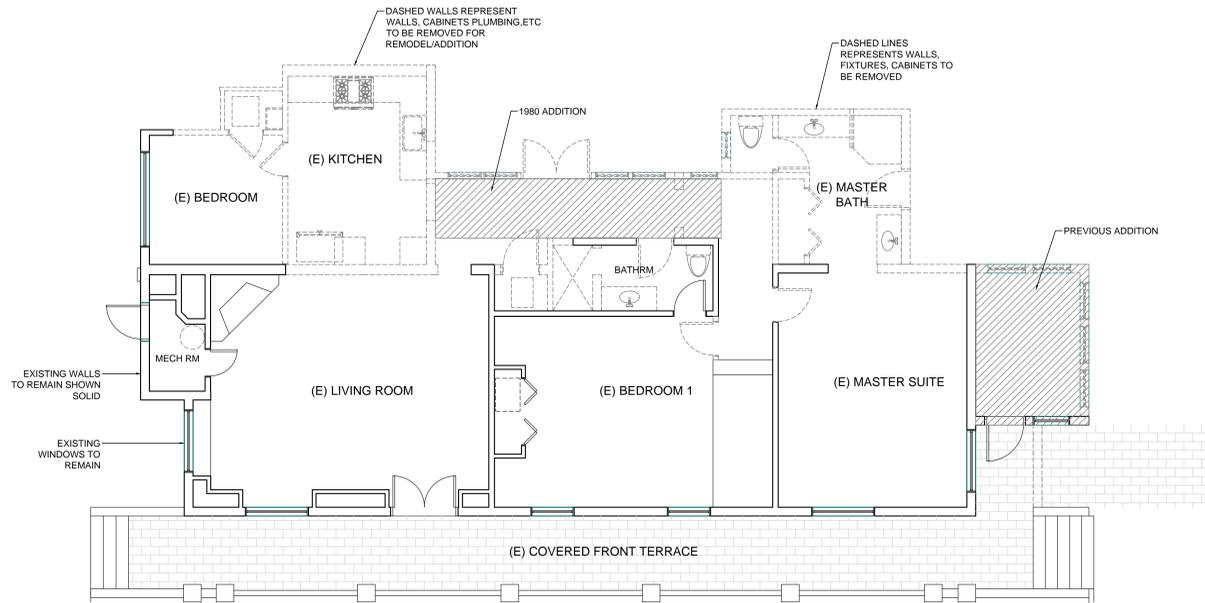
Drawings are not to be scaled. Written dimensions on these drawings shall have precedence over scale dimensions.

SHEET TITLE:

EXIST PLAN AND ELEVATIONS

SHEET NUMBER:

A2.0



EXISTING DEMOLITION FLOOR PLAN
SCALE: 3/16" = 1'-0"



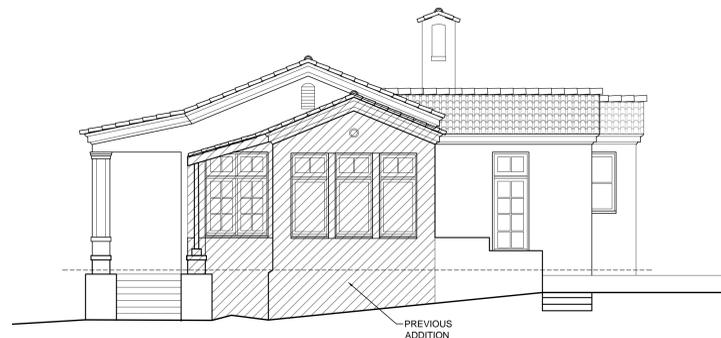
1 EXISTING WEST ELEVATION
1/8" = 1'-0"



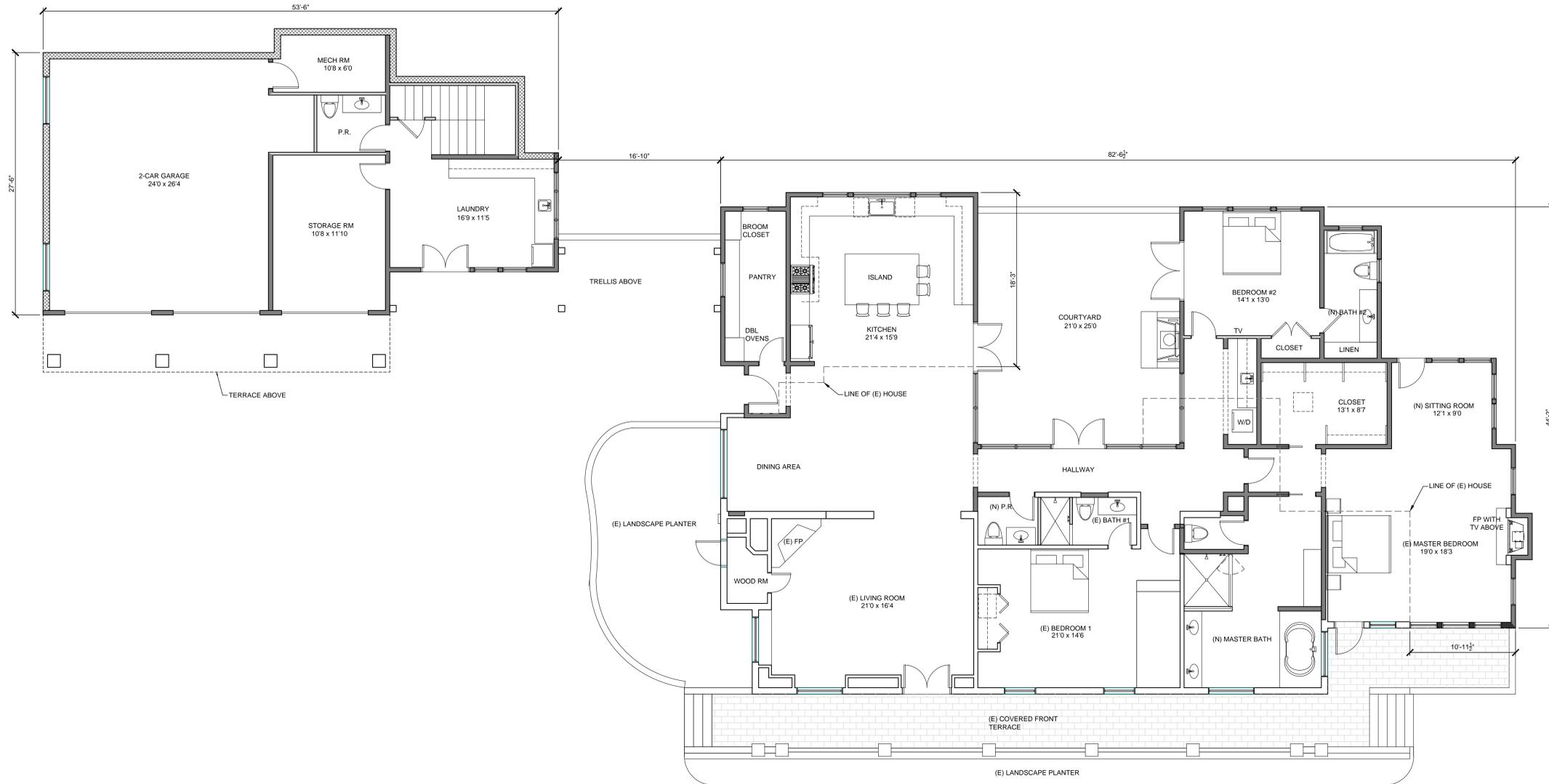
2 EXISTING NORTH ELEVATION
1/8" = 1'-0"



3 EXISTING EAST ELEVATION
1/8" = 1'-0"



4 EXISTING SOUTH ELEVATION
1/8" = 1'-0"



PROJECT NORTH

MAIN LEVEL FLOOR PLAN

SCALE: 3/16" = 1'-0"

SHEET NOTES

- Floor elevations at the required Egress Door (1 required) (CRC 011.3.1) landings or floors at the required egress door shall not be more than 1'-1/2" lower than the top of the threshold for outswing doors and 7'-3/4" for inswing or sliding doors. Non-egress doors (CRC 011.3.2) - landings or floors shall be not more than 7'-3/4" lower than the top of the threshold for inswing, outswing, or sliding. A landing is not required where a stairway has two or fewer risers is located on the exterior side of the door and the door does not swing over the landing or floor.
- Landing at doors (CRC 011.3) - min. depth 36" min. width shall be not less than the width of the door served, landing may have a slope not to exceed 2% (1/4" vertical in 12' horizontal).
- Terraces and patios- slope at min. 1/4" per ft. away from structure and toward drainage system - see civil drawings
- Hose bib- provide shut off valve for all hose bibs located near the garage or water main. all hose bibs shall have a non-removable back flow device per cdc 803.3.7.
- Fire separation wall (CRC 032.6)- provide 5/8 type "x" gyp. bd. over framing at walls and ceiling
- Garage Floor- Provide:
 - concrete slab & control joints per structural drawings
 - seal concrete with concrete sealer
 - slope toward garage doors for drainage (min. 2")
 - 4" curb at all walls for termite and water protection
 - protect finish slab during construction with protection board
- Boiler & holding water holding tank with recirculating pump
- Venting- provide 100 sq. in. of venting within the top 12" and bottom 12" of the door/wall for combustion air for fuel burning appliances
- Skylight- see roof plan for size and detail location
- Crawlspace access through the floor shall be a minimum of 18"x24" (CRC 408.4)
- Attic space and access (CRC 407.1) attic opening shall be min. 22" x 30" with 30" min. head clearance and is required when an attic area exceed 30' sq and has a vertical height of 30" or greater.
- Kitchen sink with garbage disposal- owner to select make & model
- Vegetable/bar sink- owner to select make & model
- Casework- 24" base cabinet with 14" upper cabinet, owner to select finish, countertop & layout.
- Casework- island with drawers and cabinets below, owner to select finish, countertop and layout.
- Casework- full height linen cabinet with adjustable shelves
- Casework- slide out trash/recycle center
- Casework- custom pantry cabinets with adjustable shelves, owner to select finish and layout
- Deep laundry sink- owner to select make & model
- Casework- 24" base cabinet, owner to select finish, countertop and layout
- 24" dishwasher- low flow per standards- owner to select make & model
- Range top- 48" wide with drawers below, owner to select make & model
- Oven with convection microwave- 30" wide- owner to select make & model
- Refrigerator- 48" wide, provide recessed plumbing for ice maker- owner to select make & model
- Shower- provide:
 - 24" wide minimum (outswing) tempered glass door, door optional
 - shampoo recess, soap shelf & seat per owner's specifications
 - impervious surface to 72" minimum above drain inlet
 - 2"x6" wall for thermostatic valve
 - Control valves and showerheads shall be located on the sidewall of shower compartments or otherwise arranged so that the showerhead does not discharge directly at the entrance to the compartment so that the bather can adjust the valves prior to stepping into the shower spray. (CPC 408.6)
- Jacuzzi tub - owner to select make & model of tub, contractor to adjust tub deck height accordingly. For additional notes see jacuzzi notes under general building notes, provide 12" x 12" minimum access panel for jacuzzi tub, locate access door as close to tub pump as possible for inspection and maintenance.
- Toilet- 1.28 gallons per flush u.o.n. on water permit, provide 30" width clear in the toilet compartment and min. 24" clear from the front of bowl to the wall (cpc 2904)
- Provide sink(s), base cabinet, plumbing fixture, countertop, mirror and optional recessed vanity cabinet per owner's specifications
- Dry vanity- base cabinet, (with open area for stool and drawers), countertop, mirror per owner's specifications
- Washing machine- verify make and model with owner (provide plumbing connections recessed in wall)
- Clothes dryer- vent to exterior with 4" pipe, 14'-0" maximum horizontal run with (2) 90° bends maximum, minimum 3'-0" away from any opening into the building
- Fireplace- 60" masonry firebox, hearth and metalbestos flue, hearth extension shall be at least 20" in front of, and at least 12" beyond each side of, the fireplace opening, provide operable metal framed doors with tempered glass
- Fireplace- direct vent with metalbestos flue, owner to select model
- Provide a shelf and closet pole system at all wardrobe closets. owner to specify locations for double pole and/or additional shelving/drawer systems
- Electrical meter
- Gas meter

Floor Plan Notes:

- Refer to general building notes on A0.2 for additional notes.
- SEE DOOR & WINDOW SCHEDULE ON SHEET A3.1

WALL LEGEND

- DEMO WALLS
 - EXISTING WALLS
 - ===== NEW 2x4 WALLS
 - ===== NEW 2x6 WALLS
 - ===== NEW 2x8 WALLS
- EXTERIOR WALLS- 2x STUDS @ 16" OC U.O.N. CEMENT PLASTER ON EXTERIOR FACE WITH 5/8" TYPE 'X' GWB ON THE INTERIOR.
 - INTERIOR WALL- 2x STUDS @ 16" OC WITH 5/8" TYPE 'X' GWB ON BOTH SIDES.
 - SHOWER AND TUB WALLS SHALL HAVE FLOOR TO CEILING MOISTURE RESISTANT GYPSUM WALLBOARD (CRC 2512).
 - ALL DIMENSIONS ARE TO FACE OF STUD, UNLESS OTHERWISE NOTED.
 - CONTRACTOR TO SEE ARCHITECTURAL & STRUCTURAL WALL DETAILS FOR ADDITIONAL NOTES REGARDING INSULATION, SHEAR, SOUND, ETC.
 - SEE BUILDING SECTIONS SHEET FOR INSULATION SCHEDULE.
 - PROVIDE BLOCKING AND/OR BACKING AT ALL TOWEL BAR LOCATIONS.

PROJECT NAME:

BAILEY REMODEL AND ADDITION

3257 17 MILE DRIVE
PEBBLE BEACH, CA.
93953

APN: 008-461-010-000
JOB NUMBER: 2007



DRAWING RECORD

DESCRIPTION	ISSUED
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SHEET TITLE:

FLOOR PLAN

SHEET NUMBER:

A2.1

SHEET NOTES

- Floor elevations at the required Egress Door (1 required) (CRC 011.3.1) landings or floors at the required egress door shall not be more than 1-1/2" lower than the top of the threshold for outswing doors and 7-3/4" for inswing or sliding doors. Non-egress doors (CRC 011.3.2) - landings or floors shall be not more than 7-3/4" lower than the top of the threshold for inswing, outswing, or sliding. A landing is not required where a stairway has two or fewer risers is located on the exterior side of the door and the door does not swing over the landing or floor.
- Landing at doors (CRC 011.3) - min. depth 36" min. width shall be not less than the width of the door served. Landing may have a slope not to exceed 2% (1/4" vertical in 12" horizontal).
- Terraces and patios- slope at min. 1/4" per ft. away from structure and toward drainage system - see civil drawings
- Hose bib- provide shut off valve for all hose bibs located near the garage or water main. all hose bibs shall have a non-removable back flow device per cdc 803.3.7.
- Fire separation wall (CRC 032.6)- provide 5/8 type "x" gyp. bd. over framing at walls and ceiling
- Garage Floor Provide:
 - concrete slab & control joints per structural drawings
 - seal concrete with concrete sealer
 - slope toward garage doors for drainage (min. 2")
 - 48" curbs at all walls for termite and water protection
 - protect finish slab during construction with protection board
- Boiler & holding water holding tank with recirculating pump
- Venting- provide 100 sq. in. of venting within the top 12" and bottom 12" of the door/wall for combustion air for fuel burning appliances
- Skylight- see roof plan for size and detail location
- Crawlspace access through the floor shall be a minimum of 18"x24" (CRC 408.4)
- Attic space and access (IRC R607.1) attic opening shall be min. 22" x 30" with 30" min. head clearance and is required when an attic area exceeds 30' sq and has a vertical height of 30" or greater.
- Kitchen sink with garbage disposal- owner to select make and model
- Vegetable/bar sink- owner to select make & model
- Casework- 24" base cabinet with 14" upper cabinet, owner to select finish, countertop & layout.
- Casework- Island with drawers and cabinets below, owner to select finish, countertop and layout.
- Casework- full height linen cabinet with adjustable shelves
- Casework- slide out trash/recycle center
- Casework- custom pantry cabinets with adjustable shelves, owner to select finish and layout
- Deep laundry sink- owner to select make & model
- Casework- 24" base cabinet, owner to select finish, countertop and layout
- 24" dishwasher- low-flow per standards- owner to select make & model
- Range top- 48" wide with drawers below, owner to select make & model
- Oven with convection microwave- 30" wide- owner to select make & model
- Refrigerator- 48" wide, provide recessed plumbing for ice maker- owner to select make & model
- Shower provide:
 - 24" wide minimum (outswing) tempered glass door, door optional
 - shampoo recess, soap shelf & seat per owner's specifications
 - impervious surfaces to 72" minimum above drain inlet
 - 2"x6" wall for thermostatic valve
 - Control valves and showerheads shall be located on the sidewall of shower compartments or otherwise arranged so that the showerhead does not discharge directly at the entrance to the compartment so that the bather can adjust the valves prior to stepping into the shower spray. (CPC 408.6)
- Jacuzzi tub - owner to select make & model of tub, contractor to adjust tub deck height accordingly. For additional notes see jacuzzi notes under general building notes, provide 12" x 12" minimum access panel for jacuzzi tub, locate access door as close to tub pump as possible for inspection and maintenance.
- Toilet- 1.28 gallons per flush u.o.n. on water permit, provide 30" width clear in the toilet compartment and min. 24" clear from the front of bowl to the wall (cpc 2904)
- Provide sink(s), base cabinet, plumbing fixture, countertop, mirror and optional recessed vanity cabinet per owner's specifications
- Dry vanity- base cabinet, (with open area for stool and drawers), countertop, mirror per owner's specifications
- Washing machine- verify make and model with owner (provide plumbing connections recessed in wall)
- Clothes dryer- vent to exterior with 4" pipe, 14'-0" maximum horizontal run with (2) 90° bends maximum, minimum 3'-0" away from any opening into the building.
- Fireplace- 60" masonry firebox, hearth and metalbestos flue, hearth extension shall be at least 20" in front of, and at least 12" beyond each side of, the fireplace opening, provide operable metal framed doors with tempered glass
- Fireplace- direct vent with metalbestos flue, owner to select model
- Provide a shelf and closet pole system at all wardrobe closets, owner to specify locations for double pole and/or additional shelving/drawer systems
- Electrical meter
- Gas meter

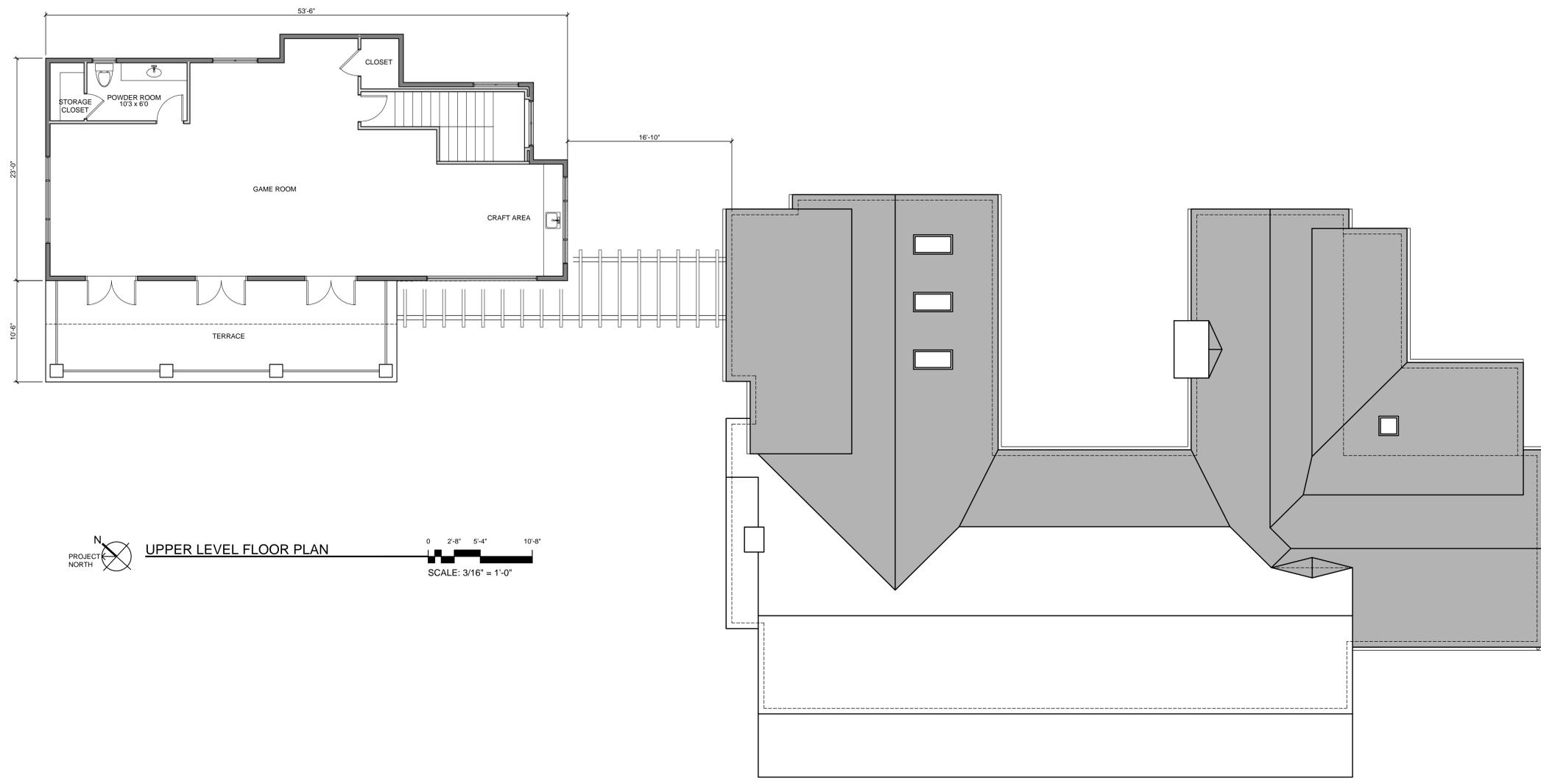
Floor Plan Notes:

- Refer to general building notes on A0.2 for additional notes.
- SEE DOOR & WINDOW SCHEDULE ON SHEET A3.1

WALL LEGEND

- DEMO WALLS
- EXISTING WALLS
- NEW 2x4 WALLS
- NEW 2x6 WALLS
- NEW 2x8 WALLS

- EXTERIOR WALLS- 2x STUDS @ 16" OC U.O.N. CEMENT PLASTER ON EXTERIOR FACE WITH 5/8" TYPE 'X' GWB ON THE INTERIOR.
- INTERIOR WALL- 2x STUDS @ 16" OC WITH 5/8" TYPE 'X' GWB ON BOTH SIDES.
- SHOWER AND TUB WALLS SHALL HAVE FLOOR TO CEILING MOISTURE RESISTANT GYPSUM WALLBOARD (CBC 2512).
- ALL DIMENSIONS ARE TO FACE OF STUD, UNLESS OTHERWISE NOTED.
- CONTRACTOR TO SEE ARCHITECTURAL & STRUCTURAL WALL DETAILS FOR ADDITIONAL NOTES REGARDING INSULATION, SHEAR, SOUND, ETC.
- SEE BUILDING SECTIONS SHEET FOR INSULATION SCHEDULE.
- PROVIDE BLOCKING AND/OR BACKING AT ALL TOWEL BAR LOCATIONS.



UPPER LEVEL FLOOR PLAN

PROJECT NAME:
BAILEY REMODEL AND ADDITION
 3257 17 MILE DRIVE
 PEBBLE BEACH, CA. 93953
 APN: 008-461-010-000
 JOB NUMBER: 2007

Moore Design Inc.
MOORE DESIGN Inc.
 RESIDENTIAL PLANNING & CONSTRUCTION ADMINISTRATION
 225 CANNERY ROW, SUITE 1
 MONTEREY CA, 93940
 831.642.9732 FAX 831.401.3292
 john@mooredesign.org

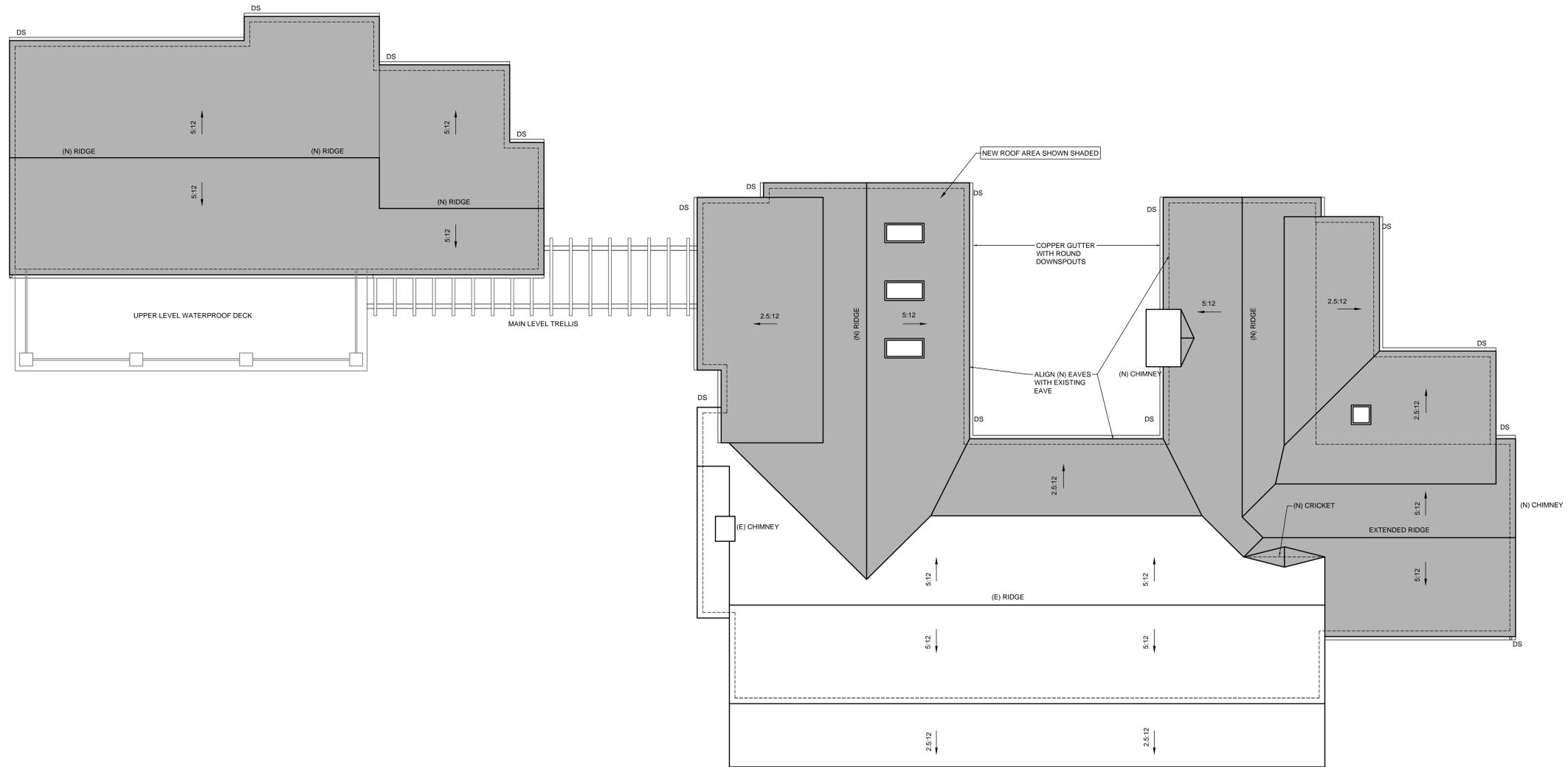
DRAWING RECORD	
DESCRIPTION	ISSUED
MO. CO. PLN. PRE-APP SUBMIT	9/14/2016
PRE SUBMITTAL	4/18/2017
MO. CO. PLN. SUBMITTAL	4/20/2017
MO. CO. PLN. RESUBMIT #1	8/28/2017
MO. CO. PLAN CHECK SUBMIT	5/25/2018
MO. CO. PLN. RESUBMIT #2	4/02/2020

PRINT DATE: 4/2/2020
MEMBER
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 Drawings are not to be scaled. Written dimensions on these drawings shall have precedence over scale dimensions.

SHEET TITLE:

 SHEET NUMBER:
A2.2



ROOF PLAN
 1/8" = 1'-0"
 SCALE: 3/16" = 1'-0"

PROJECT NAME:
BAILEY REMODEL AND ADDITION
 3257 17 MILE DRIVE
 PEBBLE BEACH, CA.
 93953
 APN: 008-461-010-000
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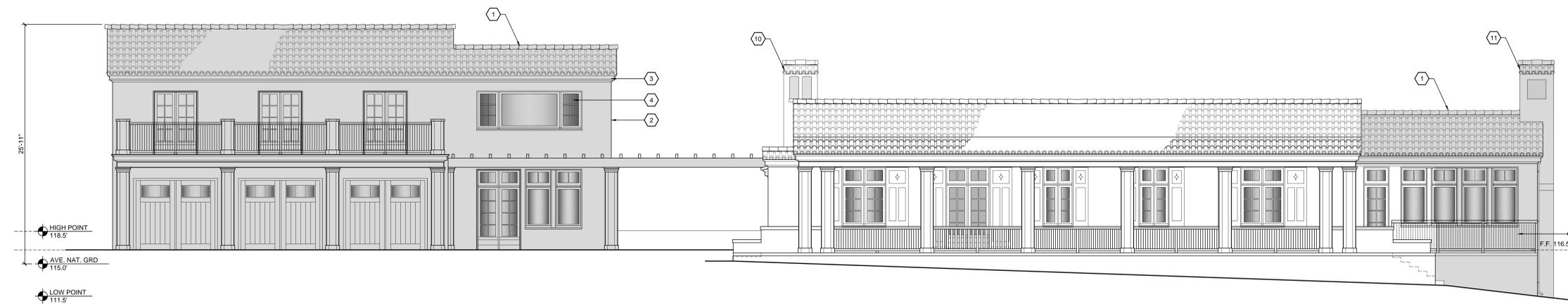
DRAWING RECORD

DESCRIPTION	ISSUED
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PS SUBMITTAL	4/18/2017
MO. CO. PLN. SUBMITTAL	4/20/2017
MO. CO. PLN. RESUBMIT #1	8/28/2017
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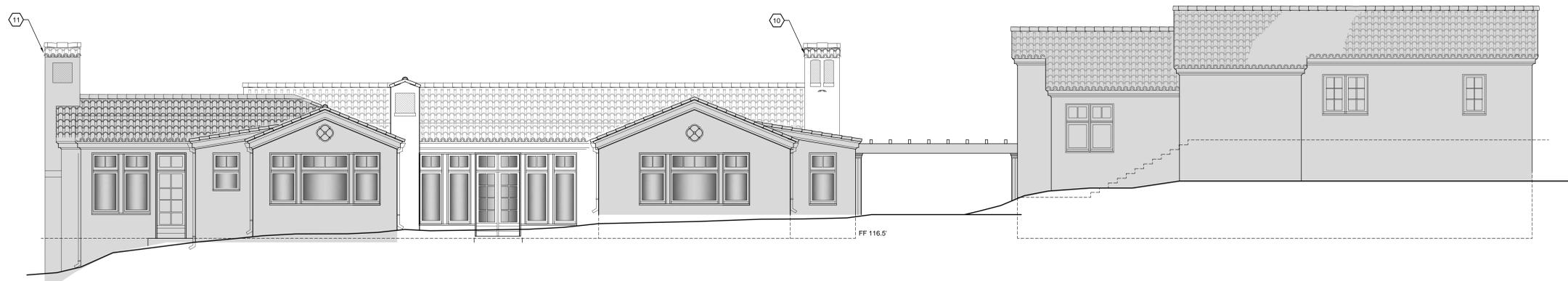
SHEET TITLE:
ROOF PLAN
 SHEET NUMBER:
A2.3



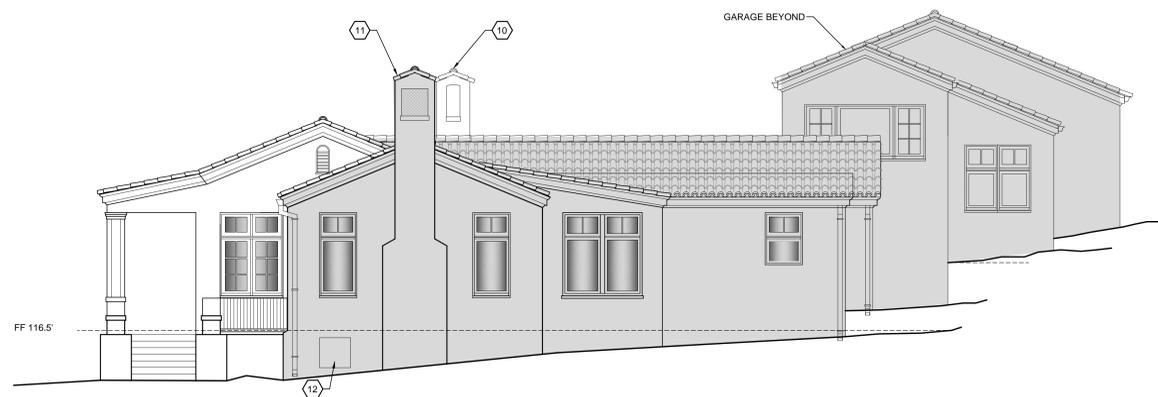
1 WEST ELEVATION
3/16" = 1'-0"



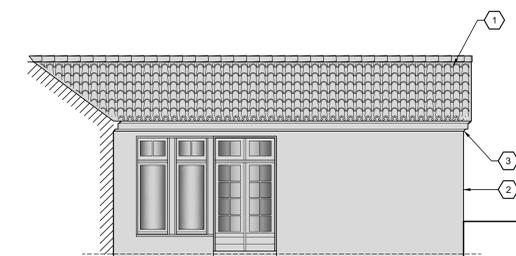
2 NORTH ELEVATION
3/16" = 1'-0"



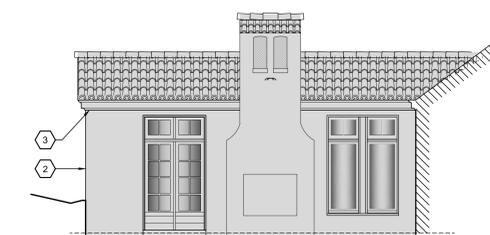
3 EAST ELEVATION
3/16" = 1'-0"



4 SOUTH ELEVATION
3/16" = 1'-0"



5 COURTYARD NORTH ELEVATION
3/16" = 1'-0"



6 COURTYARD SOUTH ELEVATION
3/16" = 1'-0"

AREAS OF ADDITION OR
REBUILDING SHOWN SHADED

SHEET NOTES

1. ROOF - 2-PIECE MISSION CLAY TILE (REDLANDS 2000 SERIES).
2. WALLS - PAINT (PRIMER & 2 COAT COLOR) OVER 7/8" CEM. PLASTER W/ EXP. METAL LATH & PLASTESIZER ADDITIVE (3 COAT PER CBC 2508.1) 0/2 LAYERS GRADE BLDG. PAPER.
3. EAVE DETAIL - PAINTED WOOD CORNICE MOULDING.
4. WINDOWS - PAINTED WOOD DOUBLE PANE WINDOWS.
5. GUTTERS - COPPER SQUARE GUTTERS WITH 3" SQUARE DOWNSPOUTS.
6. GUARDRAILS - POWDER COATED STAINLESS STEEL.
7. SKYLIGHT
8. PAINTED WOOD SHUTTER
9. PAINTED WOOD GARAGE DOORS
10. EXISTING CHIMNEY
11. NEW CHIMNEY
12. CRAWLSPACE ACCESS

PROJECT NAME:
**BAILEY REMODEL
AND ADDITION**

3257 17 MILE DRIVE
PEBBLE BEACH, CA.
93953

APN: 008-461-010-000
JOB NUMBER: 2007

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DRAWING RECORD

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SHEET TITLE:
ELEVATIONS

SHEET NUMBER:
A4.1

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Attachment C

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NOTICE OF APPEAL

Monterey County Code

Title 19 (Subdivisions)

Title 20 (Zoning)

Title 21 (Zoning)

No appeal will be accepted until written notice of the decision has been given. If you wish to file an appeal, you must do so on or before Nov. 19, 2020 (10 days after written notice of the decision has been mailed to the applicant).

Date of decision: Nov. 9, 2020

1. Appellant Name: Pamela Silkwood, Representing Lilia Wojtak
Address: 26385 Carmel Rancho Blvd., Ste 200, Carmel,
Telephone: CA 93923 (831) 373-4131

2. Indicate your interest in the decision by placing a check mark below:

Applicant

Neighbor

Other (please state) _____

3. If you are not the applicant, please give the applicant's name:

La Resaca LLC

4. Fill in the file number of the application that is the subject of this appeal below:

	Type of Application	Area
a)	Planning Commission: PC- _____	_____
b)	Zoning Administrator: ZA- _____	_____
c)	Administrative Permit: AP- <u>20-049 (PLN160608-AMD)</u>	<u>Du Montex Forest (CB)</u>

Notice of Appeal

5. What is the nature of your appeal?

a) Are you appealing the approval or denial of an application? Approval

b) If you are appealing one or more conditions of approval, list the condition number and state the condition(s) you are appealing. (Attach extra sheet if necessary)

6. Place a check mark beside the reason(s) for your appeal:

There was a lack of fair or impartial hearing
The findings or decision or conditions are not supported by the evidence
The decision was contrary to law

7. Give a brief and specific statement in support of each of the reasons for your appeal checked above. The Board of Supervisors will not accept an application for an appeal that is stated in generalities, legal or otherwise. If you are appealing specific conditions, you must list the number of each condition and the basis for your appeal. (Attach extra sheets if necessary)

Please see the attachment.

8. As part of the application approval or denial process, findings were made by the decision-making body (Planning Commission, Zoning Administrator, or Chief of Planning). In order to file a valid appeal, you must give specific reasons why you disagree with the findings made. (Attach extra sheets if necessary)

Please see the attachment.

9. You must pay the required filing fee of \$3,540.00 (make check payable to "County of Monterey") at the time you file your appeal. (Please note that appeals of projects in the Coastal Zone are not subject to the filing fee.)

10. Your appeal is accepted when the Clerk to the Board accepts the appeal as complete and receives the required filing fee. Once the appeal has been accepted, the Clerk to the Board will set a date for the public hearing on the appeal before the Board of Supervisors.

The appeal and applicable filing fee must be delivered to the Clerk to the Board or mailed and postmarked by the filing deadline to PO Box 1728, Salinas CA 93902. A facsimile copy of the appeal will be accepted only if the hard copy of the appeal and applicable filing fee are mailed and postmarked by the deadline.

APPELLANT SIGNATURE  Date: 11/19/2020

RECEIVED SIGNATURE _____ Date: _____

cc: Original to Clerk to the Board; RMA Planning
Monterey County Land Use Fees effective 09-17-2019



NOTICE OF APPEAL

To Administrative Interpretation of the Zoning Ordinance

Monterey County Code
Title 20.88 (Coastal Zoning)
Title 21.82 (Non-Coastal Zoning)

No appeal will be accepted until a written interpretation of the Zoning Ordinance is provided by the Director of the RMA-Planning Department. If you wish to file an appeal, pursuant to Monterey County Code Section 20.88.040.C (Coastal Zoning Ordinance) or Monterey County Code Section 21.82.040.C, you must do so no later than 5:00 P.M. on the date specified in the written decision or interpretation provided by the Director. For assistance in completing this form, please contact Carol Allen or Linda Rotharmel at (831) 755-5025.

Submit to: Secretary to the Monterey County Planning Commission
c/o Carol Allen or Linda Rotharmel
Monterey County RMA-Planning Department
168 West Alisal Street, Second Floor
Salinas, CA 93901

1. Please give the following information:

- a) Your name: Pamela Silkwood, representing Lidia Woytak, Trustee of the Lidia T. Woytak Revocable Family Trust
- b) Address: PO Box 844, Pebble Beach, CA 93953 ; 26385 Carmel Rancho Blvd., Ste. 200
- c) Phone Number: 831-917-2204 / 831-373-4131

2. Indicate your interest in the interpretation by checking the appropriate box:

- Applicant
- Neighbor
- Other (please state) _____

3. What administrative decision or interpretation do you wish to appeal? Please attach a copy of the written response from the Director of Planning:

LA RESACA LLC (PLN160608-AMD1) Resolution No. 20-049. (See Exhibit A)

4. Please give a clear, complete but brief statement of the reasons why, in your opinion, the administrative decision or interpretation is unjustified or inappropriate because:
- a) The findings, interpretation and decision are not supported by the evidence, or
 - b) The decision or interpretation is contrary to law.
- The Planning Commission will *not* accept an application for appeal that is stated in generalities, legal or otherwise. (Attach extra sheets if necessary).

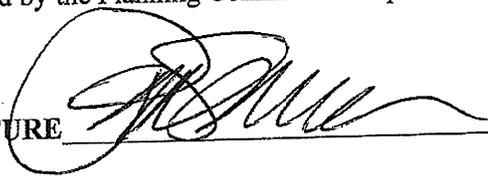
Please see Exhibit B.

5. In order to file a valid appeal, you must give specific reasons why you disagree with the decision or interpretation. (Attach extra sheets if necessary).

Please see Exhibit B. *1 C.*

6. Your appeal is accepted when the Secretary to the Planning Commission accepts the appeal as complete on its face, and receives the filing fee (\$ 0). The appeal will be considered by the Planning Commission at public hearing within 60 days of the receipt thereof.

APPLICANT SIGNATURE



DATE 11/18/2020

ACCEPTED

DATE

SECRETARY TO THE PLANNING COMMISSION

Exhibit A

**Before the RMA Chief of Planning
in and for the County of Monterey, State of California**

In the matter of the application of:

LA RESACA LLC (PLN160608-AMD1)

RESOLUTION NO. 20 - 049

Resolution by the Monterey County RMA Chief of Planning:

1. Considering the previously adopted Mitigated Negative Declaration; and
2. Approving a Minor and Trivial Amendment to a previously-approved Combined Development Permit (PLN160608) to allow a reduction in the overall footprint size of the previously-approved one-story 2,717 square feet of additions to an existing single-family dwelling and a one-story 1,135 square foot attached 3-car garage. This Minor and Trivial Amendment would allow construction of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game room above the proposed garage, within the same general footprint and within the parcels existing disturbed and hardscape areas.
3257 17- Mile Drive, Pebble Beach, Del Monte Forest Land Use Plan, Coastal Zone (APN 008-461-010-000)

The La Resaca LLC application (PLN160608-AMD1) came on for an administrative hearing before the Monterey County RMA Chief of Planning on November 4, 2020. Having considered all the written and documentary evidence, the administrative record, the staff report, and other evidence presented, the RMA Chief of Planning finds and decides as follows:

FINDINGS

1. **FINDING:** **PROCESS** - The County has received and processed a minor amendment to RMA-Planning File No. PLN160608.
EVIDENCE:
 - a) An application for a Minor and Trivial Amendment was submitted to RMA-Planning on June 17, 2020.
 - b) On March 28, 2018, the Monterey County Planning Commission approved a Coastal Development Permit (RMA-Planning File No. PLN160608) consisting of a Coastal Administrative Permit and Design Approval for 2,717 square feet of single family dwelling additions with an attached garage; and Coastal Development Permit to allow development within 100 feet of ESHA (Monterey Cypress habitat).
 - c) Pursuant to Section 30603 (d) of the Coastal Act, Monterey County sent the California Coastal Commission (CCC) a Final Local Action Notice

(FLAN) notifying the CCC of the subject Coastal Development Permit approval and CCC's right to appeal.

- d) The CCC appealed Monterey County's decision to approve the project determining that the entire site was Cypress Habitat area and not only the portion outside of the proposed development, as Monterey County had determined. The CCC required the applicant to modify the proposed development by reducing the development to those areas of existing hardscape and structural footprint.
- e) The applicants agreed to scale back the development to CCC recommendations and thus have submitted a Minor and Trivial Amendment application reducing the footprint area of proposed development to existing hardscape and structural footprint areas.
- f) The proposed minor and trivial amendment would reduce the total ground footprint square footage by 1,088 square feet, from 3,852 square feet to 2,764 square feet. With a reduction in size and limited to existing hardscape and existing structural footprint along with no change in development site location on the parcel, the amendment would not result in new impacts not previously considered in the original approval. Therefore, the amendment is of a minor and trivial nature.
- g) All applicable findings, evidence, and conditions of approval from the original entitlement (RMA-Planning File No. PLN160608) have been carried forward to the amended entitlement. As approved and amended, the Minor and Trivial Amendment under RMA-Planning File No. PLN160608-AMD1 will become the operative entitlement, and all conditions of approval will be cleared under PLN160608-AMD1.
- h) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the original project and the proposed amendment found in Project File Nos. PLN160608 and PLN160608-AMD1.

2. FINDING:

CONSISTENCY / SITE SUITABILITY/NO VIOLATIONS - The proposed project and/or use, as conditioned, is consistent with the previously-approved permit, as well as policies of the applicable Local Coastal Program (LCP) and other County health, safety, and welfare ordinances related to land use development. Additionally, as amended, the proposed project is consistent with the previously-approved permit pursuant to Monterey County Code (MCC) Sections 20.70.105.A and 20.76.115.A, and does not cause impacts not already assessed in the original permit action. The site is physically suitable for the use proposed, and no violations exist on the property.

EVIDENCE:

- a) The proposed minor amendment is consistent with the original permit action in that both involve the construction of single-family dwelling additions with an attached garage within the existing developed footprint and hardscape on the site. Pursuant to MCC Sections 20.70.105.A and 20.76.115.A, the proposed minor amendment is in keeping with the previous action of the Planning Commission (Resolution No. 18-103; RMA-Planning File No. PLN160608) and is minor and trivial in nature. All potential impacts were already assessed in the original permit action, and the amendment is in keeping with the action of the appropriate authority.

- b) On March 28, 2018, the Monterey County Planning Commission approved a Combined Development Permit (RMA-Planning File No. PLN160608) consisting of a Coastal Administrative Permit and Design Approval for 2,717 square feet of single family dwelling additions with an attached garage; and Coastal Development Permit to allow development within 100 feet of ESHA (Monterey Cypress habitat). This minor and trivial amendment would reduce the total ground footprint square footage by 1,088 square feet - from 3,852 square feet to 2,764 square feet. With a reduction in size and limited to existing hardscape and existing structural footprint along with no change in development site location on the parcel.
- c) The property is located at 3257 17-Mile Drive, Pebble Beach (Assessor's Parcel Number 008-461-010-000), Del Monte Forest Land Use Plan. The parcel is zoned Low Density Residential, 2.5 acres per unit, Design Control Overlay (Coastal Zone) [LDR/2.5-D (CZ)]. LDR zoning allows residential development as a principle use subject to the granting of a Coastal Administrative Permit. In this case, the County determined that a Minor and Trivial Amendment to the previously-approved Coastal Administrative Permit (RMA-Planning File No. PLN160608) is the applicable and appropriate entitlement to consider the reduction in size of the previously approved residence. The amendment incorporates the use of colors and materials to match existing, clay barrel-tile roof and stucco exterior wall cladding. Therefore, the proposed project is an allowed land use for this site.
- d) Environmentally Sensitive Habitat Area (ESHA)- Indigenous Monterey Cypress Habitat. On March 28, 2018, the Monterey County Planning Commission approved a Combined Development Permit (RMA-Planning File No. PLN160608) also consisting of a Coastal Development Permit to allow development within 100 feet of ESHA. The County had previously determined that a portion of the property fell within the area of the Del Monte Forest delineated as indigenous Monterey Cypress habitat, while the rest of property was outside the mapped boundaries. The County determined the proposed development as approved on March 28, 2018 (PLN160608) was outside of the Monterey Cypress habitat. However, the California Coastal Commission appealed the County's approval of the original project stating that the entire property was in Monterey Cypress habitat and the proposed project's footprint should be reduced to existing hardscape areas and existing structural footprint in order to minimize impacts to the Monterey Cypress habitat. The applicant agreed to reduce the project to existing hardscape and structural footprint areas and therefore, has submitted revised plans demonstrating this with the filing of the minor and trivial amendment. The original project carried seven (7) mitigation measures to mitigate potential impacts to ESHA to a less than significant level, two (2) of which are non-standard conditions protecting wildlife. Therefore, the proposed project, which reduces the size of the proposed additions, continues to be consistent with the mitigation measures for ESHA and these mitigations will be carried over to this minor and trivial amendment.

- e) Historic Resources. The re-design was referred to the Historic resources Review Board (HRRB) on October 1, 2020. At a duly-noticed public meeting at which all persons and interested members of the public had the opportunity to be heard, the HRRB voted 7 - 0 to recommend approval of the re-design and the Minor and Trivial Amendment to the previously-approved Combined Development Permit (HRRB Resolution No. 20-005; the HRRB resolution is attached to the November 4, 2020, staff report to the Chief of Planning as Exhibit D).
- f) No conflicts were found to exist. The County received communications from an interested member of the public during the course of project review indicating inconsistencies with the text, policies, and regulations in the applicable plans and MCC; however, the County finds that the project is consistent with the text, policies, and regulations in the applicable MCC documents.
- g) Pursuant to MCC Section 20.70.105.A and 20.76.115.A the County has determined that the proposed project qualifies as a minor amendment to the previously-approved Combined Development Permit. The amendment is minor in nature as follows:
- The project would not create new environmental impacts;
 - The project would not increase the severity of environmental impacts identified in the original Permit;
 - The project is in keeping with the action of the appropriate authority regarding development of a single-family dwelling and accessory structures;
 - The project would have an inconsequential effect on land in relation to the approved permit; and
 - The project meets all relevant site development standards.
- h) Review of Development Standards. As proposed, the project meets all required development standards. The structure is setback over 60-feet from the front property line, 20-feet from the side and over 80-feet from the rear property line. The proposed lot coverage, approximately 9.7% is with 15% limitation and the proposed floor area, approximately 10.6% is within the 17.5% limitation. The proposed height of approximately 26-feet is within the 30-foot maximum height.
- i) The 1.24 acre lot (53,884 square feet) was created with the Amended Map of Pebble Beach in Monterey County, filed on October 13, 1911 in the office of the County Recorder of the County of Monterey; Map Book Two "Cities and Towns," pages 31, 31A and 31B. Therefore, the County recognizes the subject property as a legal lot of record.
- j) Under the original permit review, the project planner conducted a site inspection on September 8, 2017, to verify that the project on the subject parcel conforms to applicable plans and MCC, and to verify that the site is suitable for the proposed use. The proposed minor amendment does not change that determination.
- k) Monterey County RMA-Planning and RMA-Building Services records were reviewed, and the County is not aware of any violations existing on the subject property.

- l) The project was not referred to the Del Monte Forest Land Use Advisory Committee (LUAC) for review. Based on the current LUAC Guidelines, this project did not warrant referral.
- m) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the original project and the proposed amendment found in Project File Nos. PLN160608 and PLN160608-AMD1.

3. **FINDING:** **HEALTH AND SAFETY** - The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

- EVIDENCE:**
- a) The project was originally (PLN160608) reviewed by RMA-Planning, Pebble Beach CSD, RMA-Public Works, RMA-Environmental Services, and Water Resources Agency, and conditions have been recommended, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
 - b) Necessary public facilities will be provided. For potable water, the parcel will continue to be served by the Cal-AM. For wastewater and collection/treatment the property is served by Pebble Beach Community Services District. As proposed, the minor amendment will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
 - c) The application, plans, and supporting materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in RMA-Planning File No. PLN160608-AMD1.

4. **FINDING:** **CEQA (Mitigated Negative Declaration)** - The original CEQA action on the project was a Mitigated Negative Declaration, and this Minor and Trivial Amendment does not require subsequent environmental review pursuant to CEQA Guidelines Section 15162 (a) of the CEQA Guidelines. No unusual circumstances were identified to exist for the proposed project.

- EVIDENCE:**
- a) Per CEQA Guidelines Section 15162 (a), this minor amendment involves no substantial changes requiring subsequent environmental review, and there is no new information of substantial importance.
 - b) The proposed project involves a reduction in size of the previously-approved project. Based on review of the current application and plans, no new potentially significant issues were identified for the proposed minor amendment. The current proposal does not alter the analysis or conclusions reached under the original permit. The minor amendment is consistent with the Mitigated Negative Declaration.
 - c) No adverse environmental effects were identified during staff review of the development application.

5. **FINDING:** **PUBLIC NOTICE** - Consideration of the request for the minor amendment has been carried out pursuant to Monterey County Code Section 20.84.040.A of Monterey County Code Title 20 (Zoning).
- EVIDENCE:**
- a) Notice of the administrative hearing was published on October 22, 2020, in the Monterey County Weekly.
 - b) On October 21, 2020, notices were mailed to all property owners within 300 feet of the project site and to persons who requested notice.
 - c) On or about October 24, 2020, notices were posted in at least 3 different public places on and near the subject property.
6. **FINDING:** **PUBLIC ACCESS** – The proposed minor amendment is in conformance with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with Section 30200 of the Public Resources Code) and applicable Local Coastal Program, and does not interfere with any form of historic public use or trust rights.
- EVIDENCE:** This minor amendment does not raise any access impacts not already assessed in the original permit action. Figure 8 (Major Public Access & Recreational Facilities) of the Del Monte Forest Land Use Plan (DMF LUP) indicates that the subject property is not described as an area where public access is required. This proposed minor amendment does not change that determination.
7. **FINDING:** **APPEALABILITY** - The decision on this project may be appealed to the Board of Supervisors and the California Coastal Commission.
- EVIDENCE:**
- a) Section 20.86.030 of the Monterey County Zoning Ordinance (Title 20) states that the proposed project is appealable to the Board of Supervisors.
 - b) Section 20.86.080 of the Monterey County Zoning Ordinance (Title 20) states that the proposed project is subject to appeal by an applicant or an aggrieved person who has exhausted all County appeals, or by any two (2) members of the California Coastal Commission because this project is between the sea and the first public road paralleling the sea.

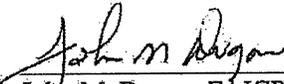
DECISION

NOW, THEREFORE, based on the above findings and evidence, the RMA Chief of Planning does hereby:

1. Consider the previously adopted Mitigated Negative Declaration; and
2. Approve a Minor and Trivial Amendment to a previously-approved Combined Development Permit (PLN160608) to allow a reduction in the overall footprint size of the previously-approved one-story 2,717 square feet of additions to an existing single-family dwelling and a one-story 1,135 square foot attached 3-car garage. This Minor and Trivial Amendment would allow construction of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game room above the proposed garage, within the same general footprint and within the parcels existing disturbed and hardscape areas.

All development shall be in general conformance with the attached plans and nineteen (19) conditions of approval (including seven mitigation measures), both being attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 4th day of November, 2020.



John M. Dugan, FAICP, RMA Deputy Director
of Land Use and Community Development

COPY OF THIS DECISION MAILED TO APPLICANT ON NOV 09 2020

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS. IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE

~~NOV 19 2020~~

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS NOT APPEALABLE TO THE COASTAL COMMISSION. FOR FURTHER INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA.

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from Monterey County RMA-Planning and RMA-Building Services offices in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

Exhibit B

Exhibit B

- I. **Please give a clear, complete but brief statement of the reasons why, in your opinion, the administrative decision or interpretation is unjustified or inappropriate because: a) The findings, interpretation and decision are not supported by the evidence, or b) The decision or interpretation is contrary to law.**
 1. The project does not constitute a minor and trivial amendment. It requires a new Coastal Development Permit application properly processed through the County quasi-judicial bodies.
 2. The project proposes prohibitive development within the environmentally sensitive habitat area inconsistent with the Coastal Act.
 3. The project requires further environmental review under CEQA.
 4. The project fails to adequately address cultural resources.
- II. **In order to file a valid appeal, you must give specific reasons why you disagree with the decision or interpretation.**

1. **The project does not constitute a minor and trivial amendment.**

The project's design has changed significantly from the original design. The original project involved an addition to a single family residential dwelling unit with an attached garage. The new project comprises an addition to the single family residential dwelling unit AND a detached (attached only by trellis) two-story structure comprising a garage and game room located further uphill within the sensitive woodland habitat, which the California Coastal Commission considers to be environmentally sensitive habitat area ("ESHA").

The new project is neither minor nor trivial. It requires a new Coastal Development Permit application requiring a full review before the Del Monte Forest Land Use Advisory Committee ("LUAC"). Exhibit A of Board of Supervisors Resolution No. 15-103, entitled Guidelines for Review of Matters Referred to Land Use Advisory Committees by the Appropriate Authority specifies, in relevant part, as follows:

The Land Use Advisory Committee (LUAC) shall review and make recommendations on land use issues only as specifically set out by the following guidelines:

1. The applicable LUAC shall review projects that require the following: a) Development requiring CEQA review [Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report (EIR)] b) Lot Line Adjustments involving conflicts (e.g.; modifications to Scenic Easements or Building Envelopes, Williamson Act, the Coastal Zone, etc.). c) Variances. d) Design

Approvals for projects subject to review by the Zoning Administrator or Planning Commission.

2. The LUAC shall review any discretionary permit application for which the local area plan, land use plan, master plan, specific plan, or community plan requires review by a local citizens' committee.

The improper Minor and Trivial Amendment Application for this new project is discretionary subject to CEQA review. The Chief of Planning improperly and without authority, considered the previously adopted Mitigated Negative Declaration in approving this discretionary project without bringing the project before the LUAC as required under Resolution No. 15-103. The approval involving CEQA cannot be made by the Chief of Planning. The failure to follow the proper procedure set forth in law is a fatal flaw.

2. **The project is prohibitive development within the environmentally sensitive habitat area (“ESHA”) inconsistent with the Coastal Act.**

The draft Resolution (different from that adopted – See Attachment 1) that was before the RMA Chief of Planning states, in relevant part, “[T]he California Coastal Commission appealed the County’s approval of the original project stating that the entire property was in Monterey Cypress habitat.” That is, the entire project site is considered ESHA. In fact, the Initial Study states, **“The Monterey Cypress stand found on the subject property is but one of only two endemic Monterey Cypress habitats in the world.”** Specific to development within ESHA, Coastal Act section 30240 states as follows:

Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values, and only uses dependent on those resources shall be allowed within those areas.

The addition to an existing residence and the construction of a new two-story structure are not considered uses dependent on ESHA and thus, the development proposed in ESHA by the new project is prohibited under the Coastal Act.

The Initial Study recognizes that indigenous Monterey cypress trees may be impacted by the proposed development, yet inadequately mitigates the impacts. Specifically, the Initial Study states that the proposed location of a new garage comes within the dripline of a Cypress tree, and two other trees may be potentially impacted by the proposed improvements. This is in direct contravention to the Del Monte Forest Coastal Implementation Plan’s prohibition on any activity (grading, paving, building construction activity) “within the driplines of the outermost indigenous Monterey cypress trees on a site.”

Since the Chief of Planning relied on the Initial Study for the prior project to approve this new project even though development is proposed in an entirely different area, the County failed to proceed as required by law. Greater impacts to the indigenous Monterey cypress habitat are

likely with the new project because development is proposed at the foothills of the sensitive woodland habitat.

The property is located within a high fire hazard severity zone in the State Responsibility Area (See Attachment 2). The proposed development located in the foothill of the sensitive woodland habitat would require 100-foot fuel clearance, meaning removal or limbing of trees as required under Public Resources Code section 4291, which impact was not analyzed and would be considered significant. Section 4291 requires a firebreak 30 feet on each side of any structure with 100-feet around any structure serving as fuel clearance. Due to this requirement, the new project would result in significant impact to one of only two endemic Monterey Cypress habitats in the world, which was not considered by the Chief of Planning in approving the new project.

3. The project requires further environmental review under CEQA.

Despite the Initial Study's acknowledgement that the property comprises one of only two endemic Monterey Cypress habitats in the world, there is no further environmental analysis of habitat impact as a result of the new project even though the development is proposed closer to the hillside of the woodland habitat and fuel clearance will be required in this high fire hazard severity zone. The County is proceeding contrary to law in its reliance of the prior Initial Study for an entirely different project. Development within ESHA, by itself, would result in significant impact to the ESHA that would trigger the need for an environmental impact report ("EIR") under CEQA's fair argument test.

The fair argument test under CEQA is a statutory mandate that an EIR must be prepared for any project that "may have a significant effect on the environment." (Pub Res C §21151.) Under this test, if a proposed project *may* cause a significant effect on the environment, the lead agency must prepare an EIR. (Pub Res C §§21100(a), 21151; 14 Cal Code Regs §15064(a)(I), (f)(I).) A project "may" have a significant effect on the environment if there is a "reasonable probability" that it will result in a significant impact. To put it another way, if any aspect of the project may result in a significant impact on the environment, an EIR must be prepared even if the overall effect of the project is beneficial. (14 Cal Code Regs §15063(b)(I).) This standard under CEQA sets a "low threshold" for preparation of an EIR.

The new project also proposes a two-story building without a visual analysis. The visual impact from the project site -- designated as visually sensitive -- would clearly worsen with the new project. The prior project proposed a 14-foot high structure which is significantly different than that of the current proposal of a 26-foot high structure at the hillside, particularly as viewed from the designated scenic corridor, yet the County again relies on an irrelevant Initial Study without sufficient evidence in the record.

Finally, the new project would need to be analyzed under the updated Appendix G which includes an evaluation of wildfire hazards.

4. The project fails to adequately address cultural resources.

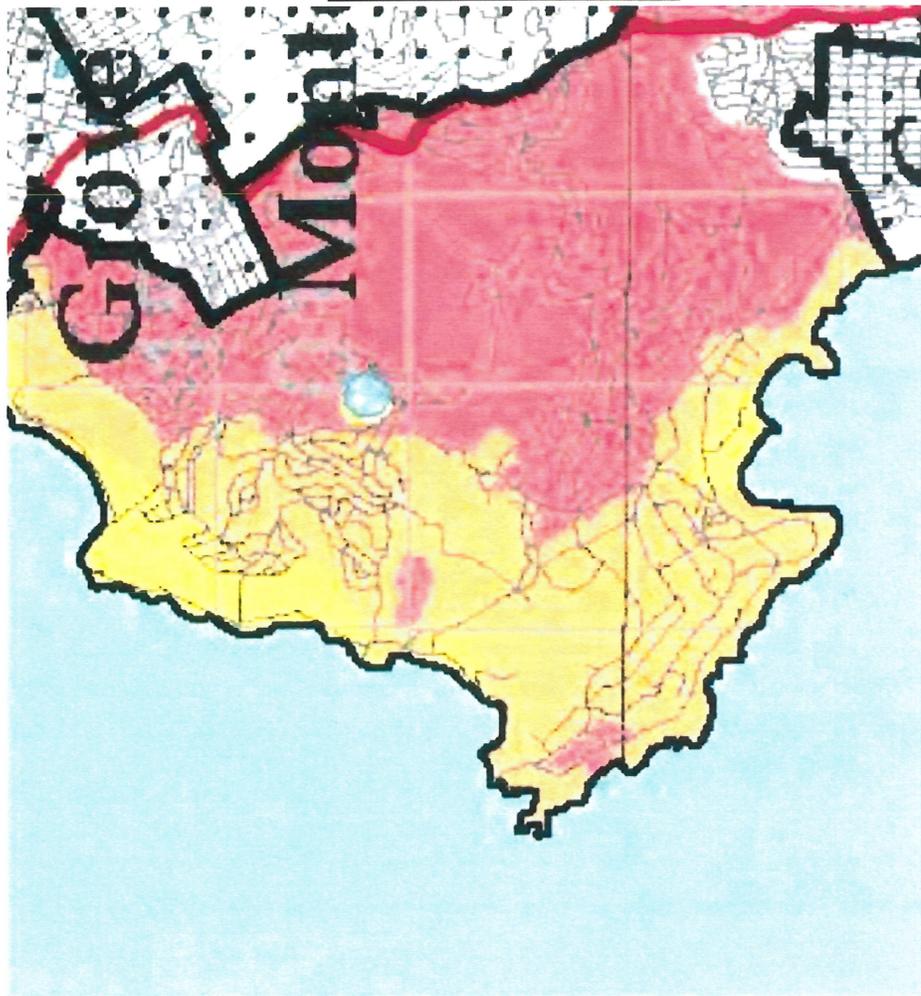
According to the resolution of approval, the OCEN Chairperson objected to all excavation in known cultural lands, and the property is located within a high archeological sensitivity zone. The only evidence that the property may not have tribal resources is a visual surface assessment of archeological resources. And the prior project proposed to grade 388 cubic yards (Attachment 3), which amount would likely increase with the new project since it is proposed on the hillside of the woodland habitat. Aside from the erosion and sedimentation issue, which has already been flagged by the County as condition noncompliant, there is insufficient evidence in the record to demonstrate that tribal resources do not exist in this high archeological sensitivity zone, and the County's dismissal of the OCEN Chairperson's objection is without basis.

Attachment 1

(Resolution No. 18-103; RMA-Planning File No. PLN160608) and is minor and trivial in nature. All potential impacts were already assessed in the original permit action, and the amendment is in keeping with the action of the appropriate authority.

- b) On March 28, 2018, the Monterey County Planning Commission approved a Combined Development Permit (RMA-Planning File No. PLN160608) consisting of a Coastal Administrative Permit and Design Approval for 2,717 square feet of single family dwelling additions with an attached garage; and Coastal Development Permit to allow development within 100 feet of ESHA (Monterey Cypress habitat). This minor and trivial amendment would reduce the total ground footprint square footage by 1,088 square feet - from 3,852 square feet to 2,764 square feet. With a reduction in size and limited to existing hardscape and existing structural footprint along with no change in development site location on the parcel.
- c) The property is located at 3257 17-Mile Drive, Pebble Beach (Assessor's Parcel Number 008-461-010-000), Del Monte Forest Land Use Plan. The parcel is zoned Low Density Residential, 2.5 acres per unit, Design Control Overlay (Coastal Zone) [LDR/2.5-D (CZ)]. LDR zoning allows residential development as a principle use subject to the granting of a Coastal Administrative Permit. In this case, the County determined that a Minor and Trivial Amendment to the previously-approved Coastal Administrative Permit (RMA-Planning File No. PLN160608) is the applicable and appropriate entitlement to consider the reduction in size of the previously approved residence. The amendment incorporates the use of colors and materials to match existing, clay barrel-tile roof and stucco exterior wall cladding. Therefore, the proposed project is an allowed land use for this site.
- d) Environmentally Sensitive Habitat Area (ESHA)- Indigenous Monterey Cypress Habitat. On March 28, 2018, the Monterey County Planning Commission approved a Combined Development Permit (RMA-Planning File No. PLN160608) also consisting of a Coastal Development Permit to allow development within 100 feet of ESHA. The County had previously determined that a portion of the property fell within the area of the Del Monte Forest delineated as indigenous Monterey Cypress habitat, while the rest of property was outside the mapped boundaries. The County determined the proposed development as approved on March 28, 2018 (PLN160608) was outside of the Monterey Cypress habitat. However, the California Coastal Commission appealed the County's approval of the original project stating that the entire property was in Monterey Cypress habitat and the proposed project's footprint should be reduced to existing hardscape areas and existing structural footprint in order to minimize impacts to the Monterey Cypress habitat. The applicant agreed to reduce the project to existing hardscape and structural footprint areas and therefore, has submitted revised plans demonstrating this with the filing of the minor and trivial amendment. The original project carried seven (7) mitigation measures to mitigate potential impacts to ESHA to a less than significant level, two (2) of which are non-standard conditions protecting wildlife. Therefore, the

Attachment 2



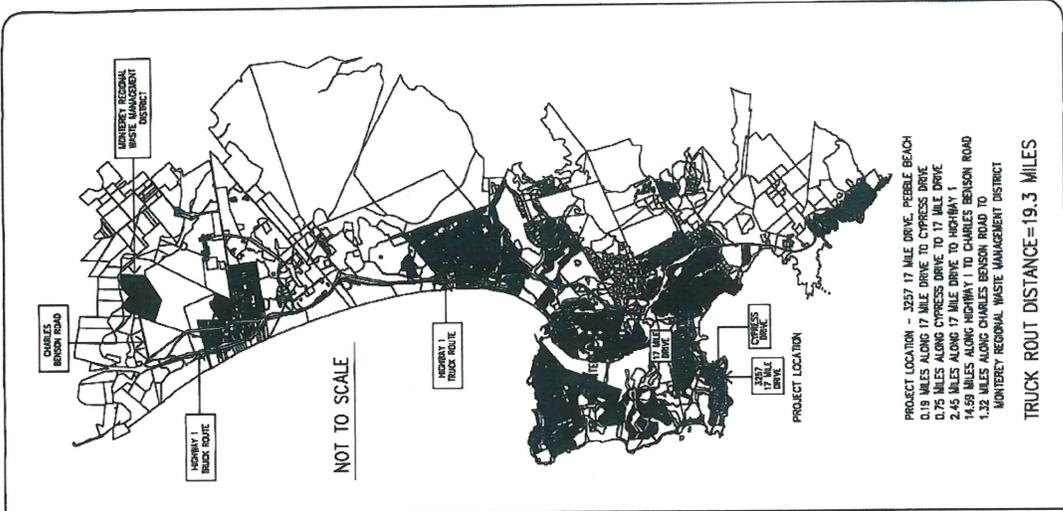
FIRE HAZARD SEVERITY ZONES in State Responsibility Area (SRA)

- Moderate
- High
- Very High

FIRE PROTECTION RESPONSIBILITY

- Federal Responsibility Area (FRA)
- Local Responsibility Area (LRA) - Unincorporated
- Local Responsibility Area (LRA) - Incorporated

Attachment 3



PROJECT LOCATION - 3257 17 MILE DRIVE, PEBBLE BEACH
 0.19 MILES ALONG 17 MILE DRIVE TO CYPRESS DRIVE
 0.75 MILES ALONG CYPRESS DRIVE TO HIGHWAY 1
 2.45 MILES ALONG 17 MILE DRIVE TO HIGHWAY 1
 14.69 MILES ALONG HIGHWAY 1 TO CHARLES BENSON ROAD
 1.32 MILES ALONG CHARLES BENSON ROAD TO
 MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

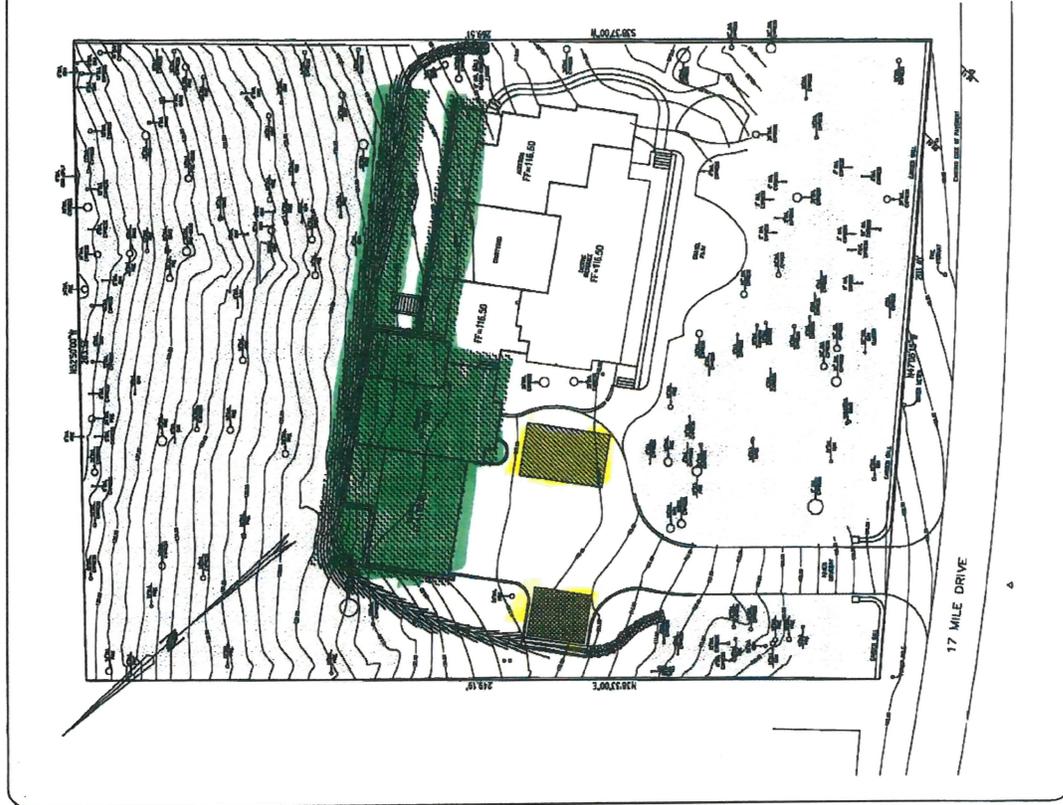
- LEGEND**
- DENOTES SENSITIVE AREAS
 - ▨ DENOTES PARKING AREAS
 - ▧ DENOTES STOCKPILE AND STAGING AREA
 - ▩ DENOTES AREAS OF EXCAVATION

SUMMARY

TOTAL EXCESS EXCAVATION = 388 CUBIC YARDS = 853,600 POUNDS
 TOTAL NUMBER OF 10 TON TRUCKS = 43
 TOTAL TRUCK TRIPS PER DAY = 10 = 4.3 DAYS
 HOURS OF OPERATION = 8 AM TO 5 PM MONDAY THRU FRIDAY

CONSTRUCTION SCHEDULE

PROJECT START DATE = JULY, 2018
 CONSTRUCTION COMPLETION = JANUARY, 2020



SHEET
C4
 OF 4

SCALE 1" = 16'
 DRAWN JOB NO. 100
 DATE APR. 2017 FILE NO. 410 DRUM PLANNING

BAILEY RESIDENCE
 3257 17 MILE DRIVE, PEBBLE BEACH, CA 93953
 ASSESSOR'S PARCEL NUMBER 009-41-010-000

PREPARED FOR
MOORE DESIGN

H. D. PETERS CO.
 ENGINEERING - SURVEYING - LAND PLANNING
 1100 BAYVIEW AVENUE, SUITE 200, SAN JOSE, CALIFORNIA 95128-3800 TEL: (408) 434-2200 FAX: (408) 434-2201



Exhibit C

Lidia Woytak, PH.D.
PO Box 844
Pebble Beach, CA 93953

Nov. 15, 2020

Mr. Carl Holm, Director
Monterey County Planning Commissioners
Monterey County Resource Management Agency
Land Use and Community Development
1441 Schilling Place-South, 2nd Floor
Salinas ,CA 93901

Subject: APPEAL OF APPROVAL OF MINOR AND TRIVIAL AMENDMENT FOR LA RESACA, LLC, DEVELOPMENT PLN 160608-AMD1

I request that the Minor and Trivial Amendment PLN160608 for La Resaca Residence Remodel and Addition request be rejected immediately due to violation of the zoning laws of Del Monte Forest Land Use (DLFLU): It states on page 26, point 74:

“Detached or at attached guest houses are not to be equipped for permanent living and are not considered residences. They may be permitted at the maximum rate of one for each principal residence provided the constraints of the lot and other LUP policies are met. Furthermore, detached guesthouses shall be located in close proximity to the principal residence, share the same utilities except were prohibited by public health or water management district requirements, contain no kitchen or cooking facilities, and be limited to 425 square feet. Conditions shall be implemented by CC&Rs or other legal restrictions, including revocation provisions for non-conformance. Subdivisions shall not be permitted to divide a principal residence from a guesthouse.”

Contrary to the zoning law, La Resaca proposes an addition of a two level dwelling of 26' in height and 2308 square. Its dwelling space amounts to approximately 1700 square feet, thus more than tripling the allowable amount of square footage.

The La Resaca Resolution No.20-049 erroneously states :

“This Minor and Trivial Amendment would allow construction of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game above the proposed garage...”

The dwelling described above is NOT attached to the main residence. It is located in the distance of 16 feet. In other words, the main residence is separated from the second dwelling on this property by 16 feet. There is no zoning law that states that two dwellings are attached when they are 16 feet apart!!! Note that this violation

sets a bad precedent allowing owners to build multiple dwellings on their properties by limiting square footage of one and transferring it into another.

Moreover, I request the denial because the Notice for Minor and Trivial Amendment No. PLN 160608 presents the following misrepresentations:

1. It misclassifies the amendment as minor and trivial. This is a MAJOR change in design from one dwelling with an attached garage into two detached dwellings fully separated by open space of over 16 feet.. None of the walls of the two buildings are attached
2. It falsely claims the increase of the size of the garage from 1135 to 1326 square feet. In fact the opposite is true: the size of the garage is decreased by approximately 400 square feet. These 400 square feet plus 200 square feet on the ground level plus 1092 square feet on the second story are all used to create an additional detached dwelling of 1692 square feet. The notice fails to mention that this 26 feet high 2318 square feet dwelling contains also two toilets, mechanical room, storage room, laundry room and approximately 400 square feet of second-story balconies. Note that the Del Monte Forest Area Land use Plan /Monterey County Local Coastal Program allows an additional dwelling Not to exceed 425 feet. P.26, point 74. In other words, the second dwelling amounts to two thirds of the size of the first dwelling.

Further the notice falsely labels the second dwelling as an "attached garage." This garage is NOT attached; it occupies only half of the first floor along with several dwelling rooms and topped by the second floor. There is a 16 feet distance to another dwelling!.

Moreover, Application for two dwellings on one property in this sensitive habitat area calls for a full investigation of the Coast Commission. CEQA standards need to be applied to the application for two dwellings on one parcel. The application fails to address the damaging cumulative impact of two dwellings on the environmental status of the property. Building two separate dwellings in sensitive habitat within the coast commission regulations would be a further violation of CEQA principles.

In summary, building two dwellings on a lot zoned for one is a serious zoning violation. Further, building two dwellings on a one-dwelling parcel along the 17-Mile Drive view-shed, in sensitive habitat, negligence in posting nets alerting neighbors and public regarding future walling are all extremely serious violations calling for an immediate denial of the application. ,Additionally, I request a denial of this **major** in substance and in impact, and neither "minor" nor "trivial" amendment.

Sincerely,

Lidia Woytak Trust

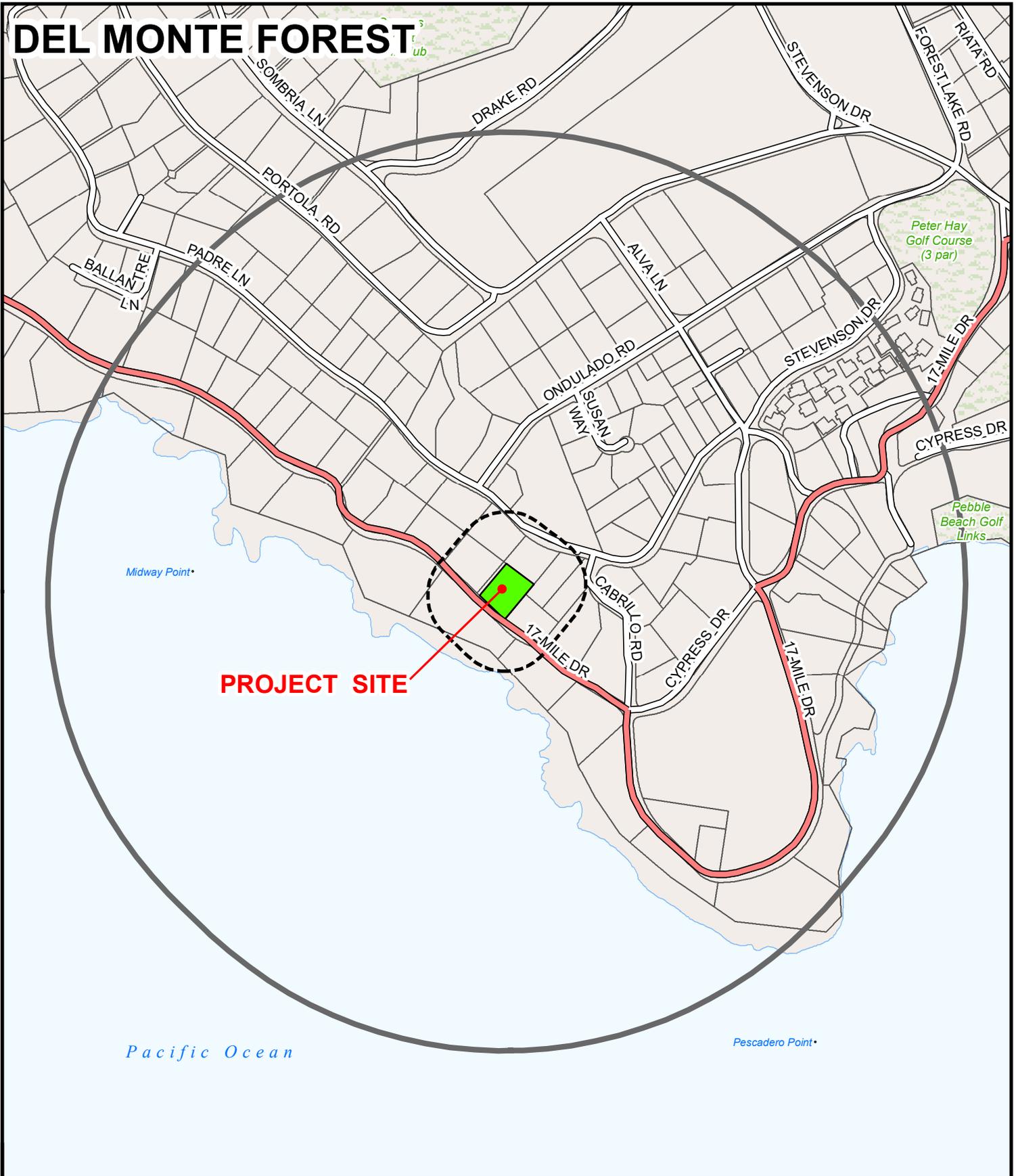
cc. California Coast Commission

Ms Mendez, Pebble Beach Architectural Office

Attachment D

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DEL MONTE FOREST

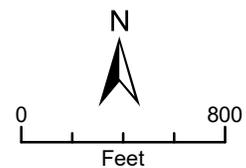


APPLICANT: BAILEY CAROLINE COLEMAN TR

APN: 008-461-010-000

FILE # PLN160608

 Project Site  2500' Limit  300' Limit



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Attachment D

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ATTACHMENT D

Addendum Pursuant to the California Environmental Quality Act Article 11, Section 15164

La Resaca LLC (formerly Bailey) Planning File No. PLN160608-AMD1

1. Introduction

The original Combined Development Permit (Planning File No. PLN160608/Bailey), approved by the Monterey County Planning Commission on March 28, 2018 (Resolution No. 18-013), consisted of the following entitlements: Coastal Administrative Permit and Design Approval for 2,717 square feet of single story additions to an existing single-family dwelling with an attached garage; and Coastal Development Permit to allow development within 100 feet of environmentally sensitive habitat area (Monterey cypress habitat).

Environmental review for PLN160608 included the preparation of a Mitigated Negative Declaration/Initial Study (MND/IS) which focused on analyzing potential impacts to Biological Resources. The mitigations recommended in the Initial Study reduced potential effects and impacts to less than significant.

PLN160608-AMD1 consists of the following entitlement: Minor and Trivial Amendment to a previously-approved Combined Development Permit (Planning File No. PLN160608) to allow a reduction in the overall footprint size of the previously-approved one-story 2,717 square feet of additions to an existing single-family dwelling and a one-story 1,135 square foot attached 3-car garage. This Minor and Trivial Amendment would allow construction of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game room above the proposed garage, within the same general footprint and within the parcels existing disturbed and hardscape areas. This entitlement was analyzed and mitigated, as required, in the original Combined Development Permit.

This technical addendum has been prepared pursuant to Article 11, Section 15164 of the California Environmental Quality Act guidelines to make minor technical changes to the project analyzed in the MND/IS, adopted March 28, 2018, by the Monterey County Planning Commission (Resolution No. 18-013). None of the conditions described in Section 15162 calling for preparation of a subsequent EIR or negative declaration have occurred.

2. Scope and Purpose of this Addendum

It has been determined that none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent Initial Study or EIR have occurred, that there are no new significant environmental effects or increase in the severity of previously identified significant effects per Section 15162(a)(2) of the CEQA Guidelines, and there is no new information of substantial importance that was not known at the time the previous MND/IS was adopted, per Section 15162(a)(3) of the CEQA Guidelines.

Documents reviewed included the MND/IS prepared and adopted for Planning File No. PLN160608, and associated technical reports, plans, and applications. Based upon this review, it has been determined that the project will not have the potential to significantly degrade the quality of the environment, will have no significant impact on long-term environmental goals, will have no significant cumulative effect upon the environment, and will not cause substantial adverse effects on human beings, either directly or indirectly.

Archaeological and cultural resources

An archaeological assessment (LIB170212) submitted for the project concluded that there is no surface evidence of potentially significant archaeological resources on the project parcel. Pursuant to current State law (Public Resources Code Section 21080.3.1 et seq.), upon initiation of environmental review the County requested consultation with the Ohlone/Costanoan-Essalen Nation (OCEN) to review the project's potential impact on tribal cultural resources prior to the release of the mitigated negative declaration. Subsequent consultation resulted in OCEN submitting a letter to the County objecting to all excavation in known cultural lands, even when they are described as previously disturbed and of no archaeological value. Therefore, the County incorporated a mitigation measure to require a tribal monitor on site during excavation activities. Based on discussion during public hearing for the original project, the Planning Commission determined the requirement for a tribal monitor was without substantiated merit. The Planning Commission found that there was no specific evidence presented alongside the negative archaeological report to show that this site in particular contained significant cultural resources that would require an on-site tribal monitor. Therefore, the mitigation measure was found to be unwarranted. Pursuant to Section 15074.1 of the CEQA Guidelines, prior to approving a project, the lead agency may, in accordance with this section, delete mitigation measures and substitute for them other measures which the lead agency determines are equivalent or more effective. The County's standard condition (Condition No. 3) for incidental discovery of archaeological resources was and has been applied to the project to manage the discovery of archaeological and/or tribal cultural resources.

Wildfires

While nearly all of California is subject to some degree of wildfire hazard, there are specific features that make certain areas more hazardous. CAL FIRE is required by law to map areas of significant fire hazards based on fuels, terrain, weather and other

relevant factors. The primary factors that increase an area's susceptibility to fire hazards include topography and slope, vegetation type and vegetation condition, and weather and atmospheric conditions. CAL FIRE maps fire hazards based on zones, referred to as Fire Hazard Severity Zones. Each of the zones influence how people construct buildings and protect property to reduce risk associated with wildland fires. Under state regulations, areas within High Fire Hazard Severity Zones (HFHSZ) must comply with specific building and vegetation management requirements intended to reduce property damage and loss of life within these areas.

In California, responsibility for wildfire prevention and suppression is shared by federal, state and local agencies. Federal agencies have legal responsibility to prevent and suppress wildfires in Federal Responsibility Areas (FRAs). CAL FIRE prevents and suppresses wildfires in State Responsibility Area (SRA) lands, which are non-federal lands in unincorporated areas with watershed value, are of statewide interest, defined by land ownership, population density, and land use. Wildfire prevention and suppression in Local Responsibility Areas (LRA) are typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract to local government.

The proposed project would not impair an adopted emergency response plan or emergency evacuation plan as the proposed project does not occur along, or utilize, local roadways that are an identified evacuation route. The closest evacuation route to the proposed project site is Highway 1, over 2.47 miles away. Also, the proposed project is not expected to impair evacuation procedures along roadways within the Del Monte Forest due to low traffic volumes and very low density land uses along 17-Mile Drive or other roadways. The closest fire station is the Pebble Beach Community Services District Station located approximately 1.74 miles away. Further, the proposed project includes installation of driveway improvements. As a result, it is not anticipated that the proposed project would substantially impair an adopted emergency response plan or emergency evacuation plan, and would not result in impacts.

The project area is located in a SRA and is designated as a HFHSZ. As a result, there is the potential for increased wildfire risk whenever placing residential structures and uses in a wildland area. Construction and operation of the proposed project would involve the use of flammable materials, tools, and equipment capable of generating a spark and igniting a wildfire. Additionally, increased vehicle traffic and human presence in the project area could increase the potential for wildfire ignitions.

Further, in accordance with California Public Resources Code Sections 4427, 4428, 4431, and 4442, maintenance activities associated with the proposed project, including defensible space areas, would be conducted using firesafe practices to minimize the potential for wildfire ignitions resulting from equipment use. Implementation of existing local and state regulations as well as incorporation of fire protection design measures, would reduce impacts due to risk of exposure to project occupants and surrounding residences to a less than significant level. Also, the

project does not involve the installation and maintenance of new infrastructure components to support the proposed additions to the single-family residence.

Defensible space would be required within 100 feet of the project's structures to reduce fire hazard on-site, consistent with state and county requirements. Defensible space zones are passive measures and would not impede site access or otherwise hinder evacuation or emergency response efforts. Presence of defensible space areas would reduce fuel volumes and moderate fire behavior near structures, and would reduce potential wildfire impacts. Maintenance of defensible space areas may require heat-or spark-generating equipment; however, maintenance activities associated with the proposed project would be conducted using firesafe practices, as required by California Public Resources Code Sections 4427, 4428, 4431, and 4442, to minimize the potential for wildfire ignitions resulting from equipment use.

The project would be required to be built to the standards outlined in the soils report as well as to the standards required by the California Building Code and contained in the project Plan Set to minimize potential runoff or slope instability. Further, the project would be required to comply with relevant sections of the Monterey County Code that pertain to grading and erosion control (Monterey County Code Chapters 16.0 and 16.12). When combined with the project design, and State and County permitting requirements, potential impacts associated with wildfire, runoff, post-fire slope instability or drainage changes would be less than significant.

3. Conclusion

A MND/IS was prepared, circulated, considered, and adopted for Planning File No. PLN160608. All physical impacts to the development site were reviewed, and the County determined that the project as designed and mitigated had reduced potential impacts to a less than significant level. The MND/IS includes mitigation measures that address potential impacts to biological resources.

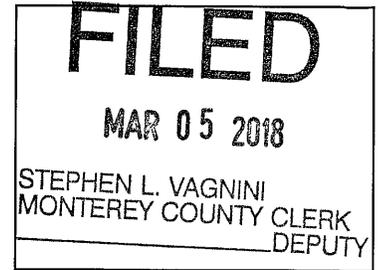
The County then considered the proposed project, as revised, and determined its scope does not alter the conclusions in the MND/IS prepared for Planning File No. PLN160608. Potential impacts to Cultural Resources will be addressed by application of a standard County condition of approval, and no further mitigations are required. Potential impacts to Biological Resources will be addressed by the application of mitigation measure nos. 1 - 7 required for Planning File No. PLN160608-AMD1. Based on review of the current application and plans, no other potentially significant issues were identified for the proposed project. The current proposal reduces the overall potential impacts, and does not alter the analysis or conclusions reached by the previous study.

Attachment: Mitigated Negative Declaration/Initial Study for PLN160608/Bailey, filed March 5, 2018, attached as Attachment E to the Board of Supervisors staff report for January 12, 2021.

Attachment F

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MITIGATED NEGATIVE DECLARATION



Project Title:	Bailey
File Number:	PLN160608
Owner:	Bailey Caroline Coleman TR
Project Location:	3257 17-Mile Drive, Pebble Beach
Primary APN:	008-461-010-000
Project Planner:	Maira Blanco
Permit Type:	Combined Development Permit
Project Description:	Combined Development Permit consisting of: 1) Coastal Administrative Permit and Design Approval for 2,717 square feet of single story additions with an attached 3-car garage; and 2) Coastal Development Permit to allow development within 100 feet of Environmentally Sensitive Habitat Area (Monterey Cypress habitat).

THIS PROPOSED PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT AS IT HAS BEEN FOUND:

- a) That said project will not have the potential to significantly degrade the quality of the environment.
- b) That said project will have no significant impact on long-term environmental goals.
- c) That said project will have no significant cumulative effect upon the environment.
- d) That said project will not cause substantial adverse effects on human beings, either directly or indirectly.

Decision Making Body:	Planning Commission
Responsible Agency:	County of Monterey
Review Period Begins:	March 6, 2018
Review Period Ends:	March 26, 2018

Further information, including a copy of the application and Initial Study are available at the Monterey County RMA Planning, 1441 Schilling Place South, 2nd Floor, Salinas, CA 93901/(831) 755-5025

MONTEREY COUNTY

RESOURCE MANAGEMENT AGENCY

PLANNING DEPARTMENT

1441 SCHILLING PLACE, SOUTH 2nd FLOOR, SALINAS, CA 93901

PHONE: (831) 755-5025 FAX: (831) 757-9516



INITIAL STUDY

I. BACKGROUND INFORMATION

Project Title: Bailey

File No.: PLN160608

Project Location: 3257 17-Mile Drive, Pebble Beach, CA 93953

Name of Property Owner: Caroline Bailey

Name of Applicant: John Moore- Moore Design

Assessor's Parcel Number(s): 008-461-010-000

Acreage of Property: 54,014 square feet

General Plan Designation: Low Density Residential

Zoning District: LDR/2.5-D(CZ)

Lead Agency: Monterey County RMA-Planning Department

Prepared By: Maira Blanco, Assistant Planner

Date Prepared: March 4, 2018

Contact Person: Maira Blanco, Assistant Planner

Phone Number: (831) 755-5052

II. DESCRIPTION OF PROJECT AND ENVIRONMENTAL SETTING

A. Project Description:

The proposed project would modify an existing 1,903 square foot hybrid Spanish Revival/Monterey Colonial style, single family dwelling located at 3257 17-Mile Drive in Pebble Beach (**Figure 1**). The property is shown to be located within the viewshed of Point Lobos per the Visual Resources Maps (**Figure 2**). The Bailey residence is set within a closed-cone conifer forest composed of Coast Live Oak, Monterey Pine, and Monterey Cypress trees. The remodel and additions consist of: 2,717 square feet of single story additions, an attached 1,135 square foot 3-car garage, demolition and replacement of paved areas, and a new driveway gate within 100 feet of environmentally sensitive habitat area (ESHA). The lot is subject to land use regulations and policies under the Del Monte Forest Land Use Plan. No landmark or protected trees are slated for removal. Nonetheless, site improvements have been determined to have potential impacts on the environment. The following section will include discussion about the project description.

B. Surrounding Land Uses and Environmental Setting:

The subject parcel (1.24 acres) is situated to the east of 17-Mile Drive, south of Cypress Point, in a developed residential neighborhood. A portion of the parcel falls within the area of the Del Monte Forest delineated as indigenous Monterey Cypress habitat, while the rest of the site falls outside of this mapped boundary per the Del Monte Forest Land Use Plan (“Monterey Cypress Forest, Figure 2a”). The proposed new development falls fully outside the area marked as Cypress habitat on Figure 2a; however, per the Del Monte Forest Land Use Plan (DMF LUP), specifically policy numbers 8, 11, 12, development of parcels immediately adjacent to environmentally sensitive habitat areas shall be planned to keep development intensity as low as possible. Given the proximity to the known area of indigenous Monterey Cypress habitat, staff looked to DMF LUP Policy 20 for further guidance on protecting the surrounding habitat. DMF LUP Policy 20 states that all improvements shall be carefully sited and designed to avoid potential damage or degradation of Monterey Cypress habitat, including the microhabitat of individual cypress trees, and must be located within existing hardscaped areas and outside of the dripline of individual cypress trees. While the approximate boundary delineated in Figure 2a cannot be wholly relied upon, it is consistent with the determination made in the Biotic Report (Source 12). Importantly, if the combined analysis is to be applied to this project, the proposed additions would be located away from environmentally sensitive habitat (northeast of the boundary, see **Figure 4**). The subject parcel is not subject to the Pescadero Watershed coverage limitations because it is outside of the watershed boundary (**Figure 5**).

FIGURE 1 – Vicinity Map

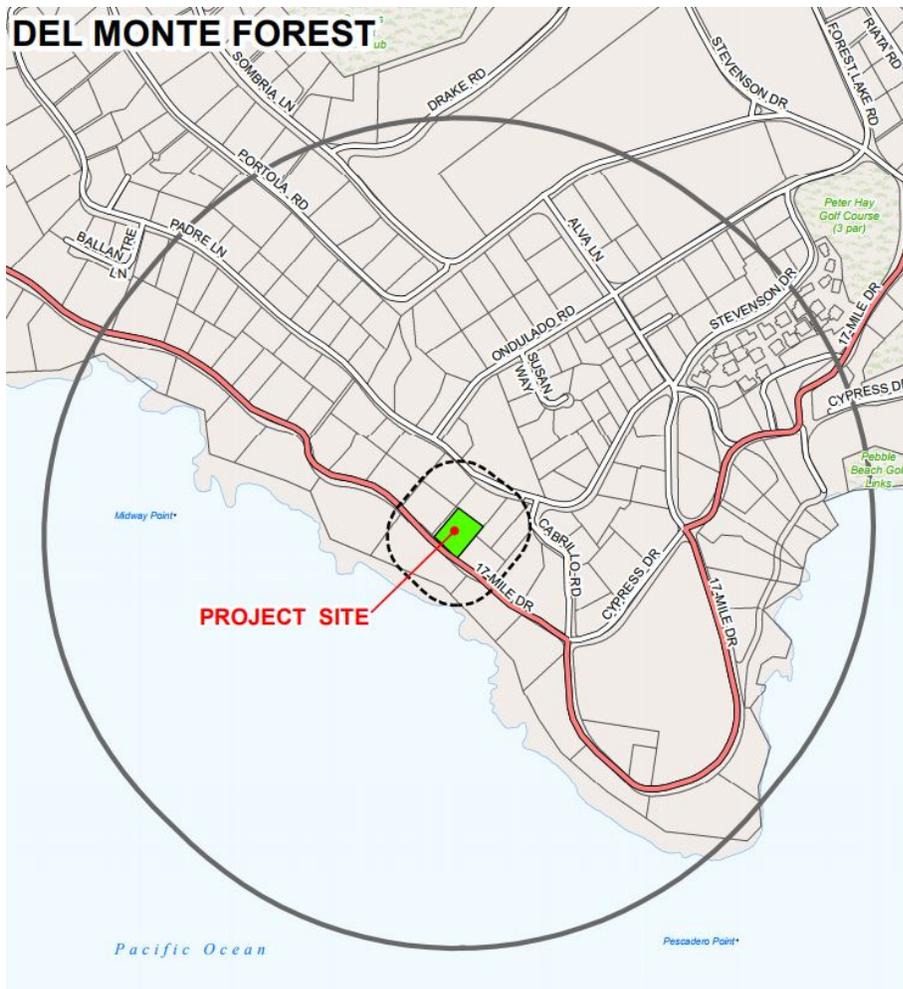


FIGURE 2 – Visual Resources Map



Per the Del Monte Forest Land Use Plan, (“Visual Resources, Figure 3”), the subject parcel has visual sensitivity (sensitive). In the DMF-LUP, 17-Mile Drive is also designated a “scenic corridor” and allows for development that does not block significant public views. All of the proposed development for this project will be away from scenic 17-Mile Drive, sloped upward from the road. Staff conducted a site visit on September 8, 2017 and did find the proposed development to pose an adverse visual impact. The property is screened by Monterey Cypress trees and the main structure itself maintains a substantial front setback.

Figure 2a – Del Monte Forest, Indigenous Monterey Cypress Habitat

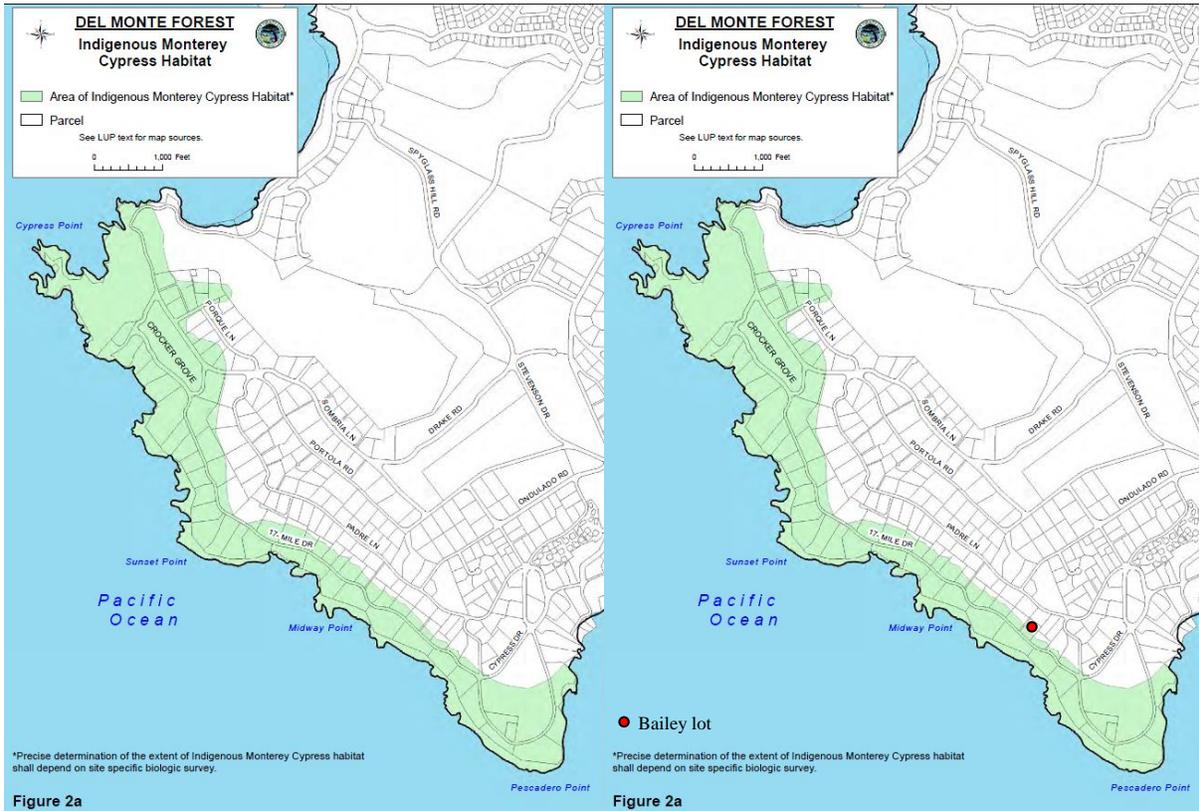


FIGURE 3 – Proposed Site Plan

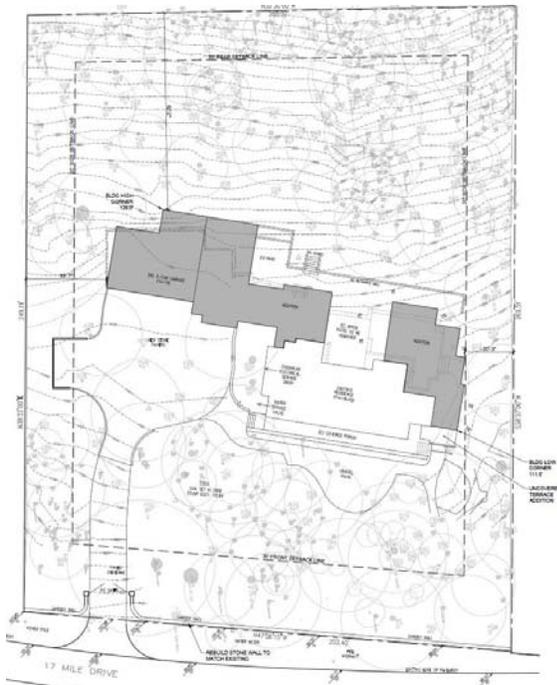


FIGURE 4 – Site Plan showing new areas of disturbance (see shaded area)



Open space (owned by the Pebble Beach Company) north of the lot approximately 15 feet wide (**Figure 4**) and indigenous Monterey Cypress to the west, further restrict the developable land. New additions, except for a portion of the new 3-car garage, are within the previously disturbed areas (and/or original building footprint) of the lot and are positioned behind the main structure which effectively screens it from public view (see **Figure 4**). The new 3-car garage will have minimal visual impact given its 100-foot setback and the upward slope of the driveway (from the road). The line cutting across the parcel in Figure 4 is an enhanced line of the approximate delineation of indigenous Monterey Cypress habitat illustrated in Figure 2a.

FIGURE 5 – Del Monte Forest Watersheds

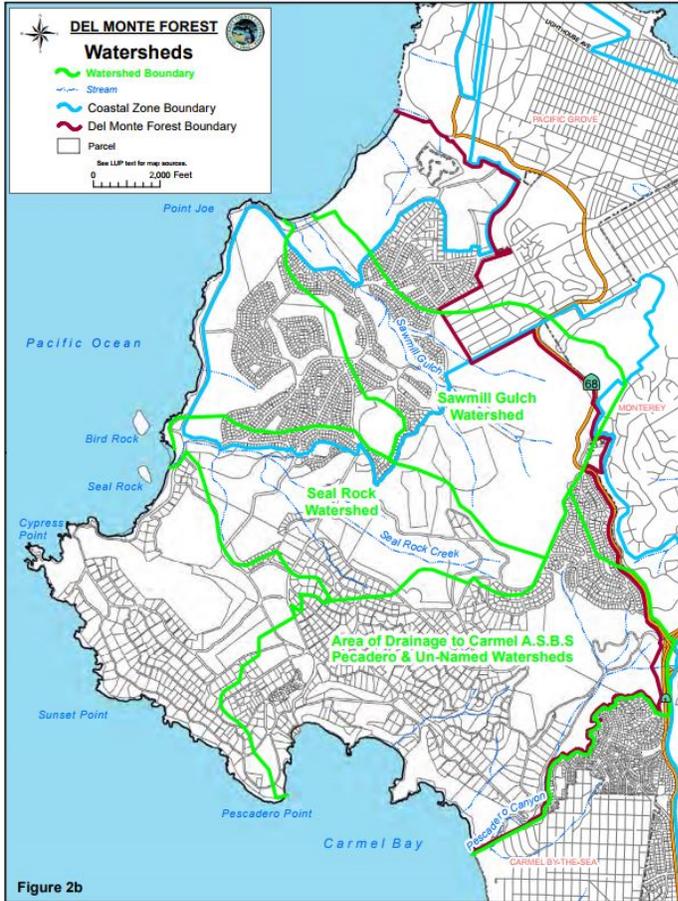


FIGURE 6 – Existing Residence (Colors and Materials)

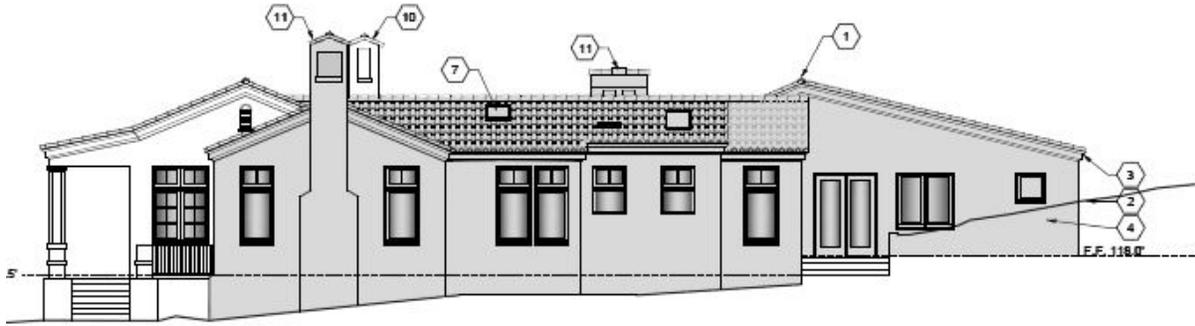


The proposed exterior colors and materials will match the existing structure: off-white body with dark trim; gable and shed roofs finished with clay barrel tiles. The additions are designed to complement the context of the site and surrounding area.

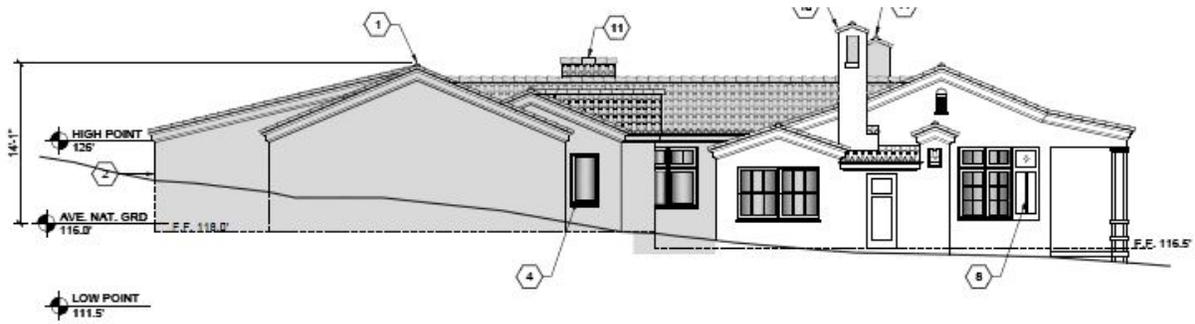
The Bailey residence was constructed in 1924 and follows a Spanish Revival theme reflective of the dominant architectural style of the time in Pebble Beach. Although the retained historian could not locate original drawings nor identify the architect, it is his expert opinion that the Bailey property is a clear representation of Mediterranean-or Spanish Revival styles expressed during 1919-1945 when the Del Monte Properties Company imposed strict design controls. The single-family dwelling has had some alterations and because of these, there was concern regarding the remaining historic integrity. Although it was found not to be eligible for the National or California Registers due to former modifications made to the building, it was eligible under the local Monterey County Historic Register Criterion B1 and B3 (Source 10). Based upon review of this application by the Historic Resources Review Board (HRRB) and independent review by PAST Consultants and the incorporation of recommendations made by the Chair of the HRRB prior to project submittal, the materials and design are consistent with the SOI Standards for Rehabilitation. The additions to the house do not add conjectural features or elements from other historic properties that would confuse the remaining character-defining features of the subject parcel. Furthermore, additions on the right-side elevation will be modified; however, this is not an original feature of the building. Additions to the rear of the building are on a non-primary elevation; deteriorated wood features and the shutters on the west elevation, will be repaired, rather than replaced (Source 10).

FIGURE 7 – Exterior Elevations





8 SOUTH ELEVATION
1/8" = 1'-0"



6 NORTH ELEVATION
1/8" = 1'-0"

The overall height of the building, including roof appurtenances, will not go past 20 feet from the average natural grade. The designated LDR/2.5-D zoning allows main structures to have a maximum height of 30 feet.

FIGURE 8 – Project Staking



Most improvements are proposed on the eastern part of the lot, away from indigenous Monterey Cypress Habitat delineated in Figure 2a.

According to the Del Monte Forest Coastal Implementation Plan (Part 5), the presence/absence of ESHA shall be determined prior to initiating the application review process with the intent to design sites in a manner avoiding ESHA to the greatest extent feasible. The determination of

whether ESHA is actually present in the Del Monte Forest in any particular situation must be based on an evaluation of both the resources on the ground and knowledge about the sensitivity of the habitat at the time of development consideration. There is no question that the proposed project would be within 100 feet of ESHA (indigenous Monterey Cypress). Two different reports (Source 12, 13) prepared by qualified biologists determined that ESHA was present on the front portion of the lot (in general agreement with Figure 2a). On-the-ground tree surveys, a site visit and available data (e.g. Figure 2a) also corroborate the findings. Per the Del Monte Forest Land Use Plan, Policy No. 14, near environmentally sensitive habitat areas, native vegetation removal and land disturbance shall be restricted to the minimum amount necessary to accommodate reasonable development. Development shall be sited and designed to prevent impacts that would significantly degrade those nearby areas, and shall be compatible with the continuance of those habitat areas. On the upper half of the lot (east), an existing retaining wall comes within the dripline of a single Cypress tree (#277). **Figure 8** shows the proposed location of a new garage; orange netting represents the edge of the new garage which comes within the dripline of a single Cypress tree (#277).

FIGURE 9 – Impact of new development



FIGURE 10 – Impact of new development



In addition to #277, two other trees may be potentially impacted by the proposed improvements. These individual Cypress trees are outside of the Figure 2a boundary and are within the existing hardscape.

FIGURE 11 – Impact of new development (north)



Trees 224 and 223 are also identified as impacted trees; however, they are already within a disturbed area.

FIGURE 12 – Existing Driveway (facing 17-Mile Drive)



The existing 5,422 square foot driveway will be re-paved with a new 4,270 square foot driveway. Other flatwork improvements include the demolition and replacement of an existing patio/walkway (from 1,104 square feet to 1,658 square feet).

FIGURE 13 – Proposed

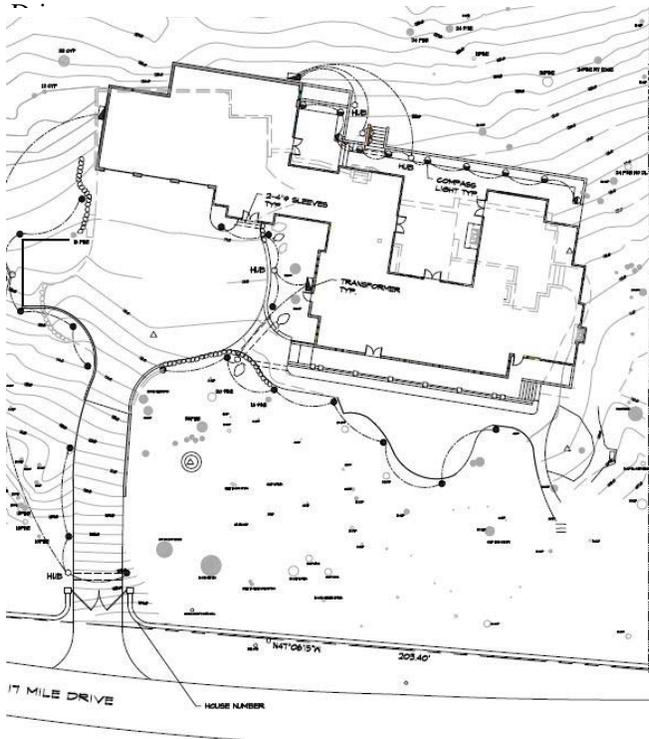
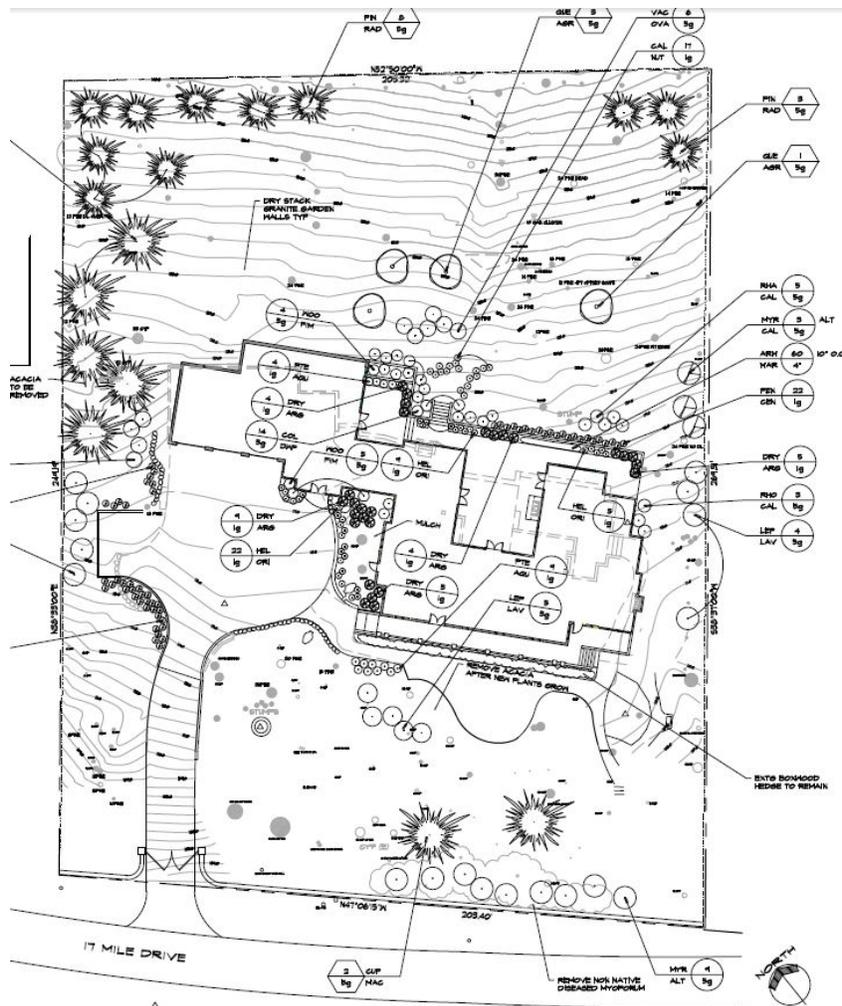
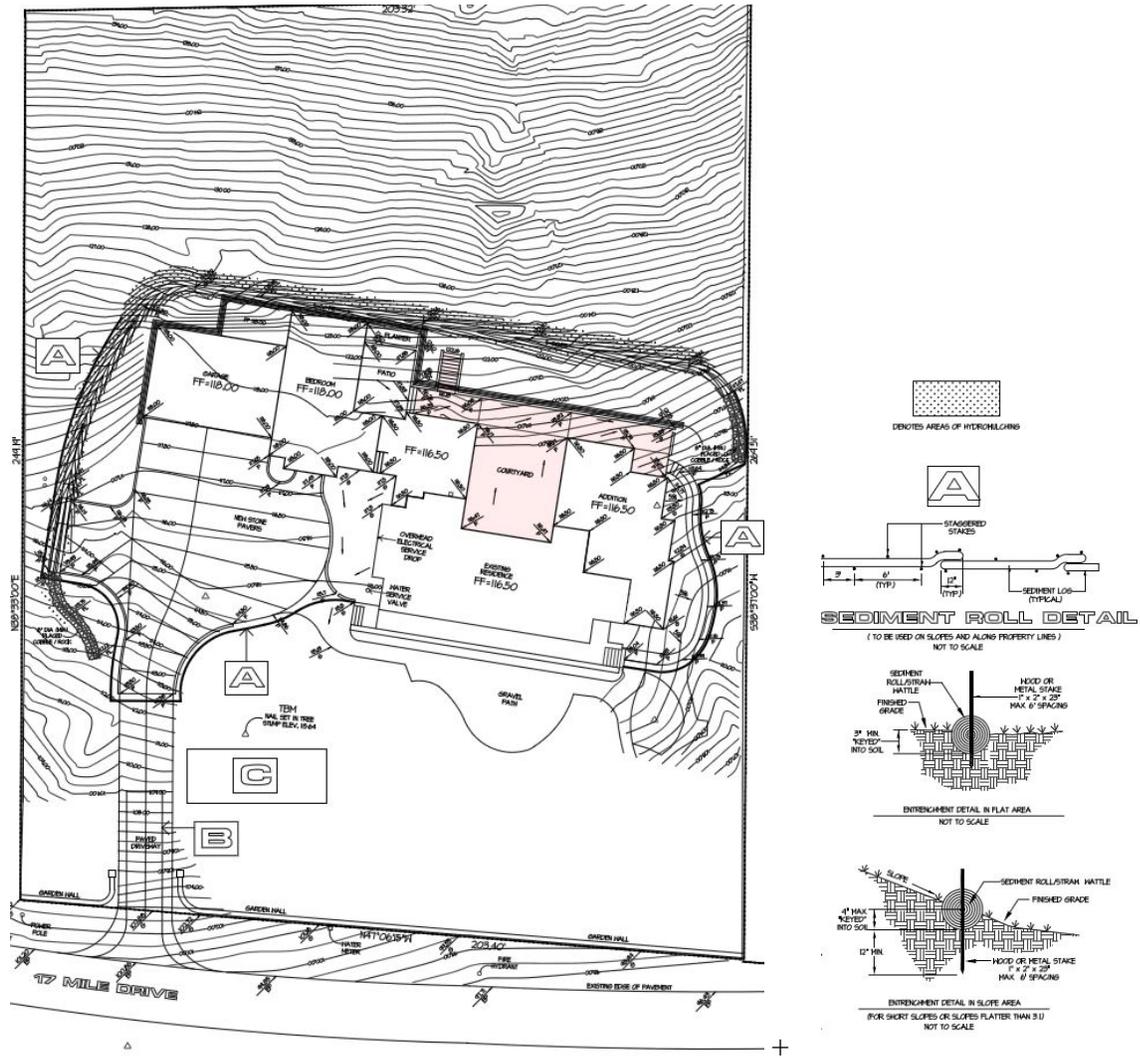


FIGURE 14 – Preliminary Landscape Plan



A preliminary Landscape Plan (**Figure 14**) has been incorporated into the project application and addresses planting zones from the house to the outermost property areas. Zone 1 is located closest to the structure and is the only area that utilizes ornamental plants which will be controlled in enclosed raised planters. The remaining area in Zone 1 will utilize native plants drawn from California flora. Zone 2 serves as a transition area between the formal landscape in Zone 1 and the natural area of Zone 3 where enhancement and restoration will occur. Tree replanting will occur per the Tree Assessment Report (Source 11)- these include: 11 five-gallon pine trees to be placed on the upper zone (Zone 3); 1 five gallon *quercus agrifolia*; and 2 five-gallon Cypress trees. Overall, the landscape plan avoids new planting and irrigation within Cypress habitat area. To further protect trees adjacent to construction areas, a Tree and Root Protection condition (Condition No. 4) requires the applicant to protect trees by the use of temporary fencing and through wrapping of trunks with protective materials.

FIGURE 15 – Preliminary Sediment Control Plan



EROSION CONTROL

1. THE EROSION AND SEDIMENT CONTROL MEASURES WILL BE IN OPERATION THROUGHOUT CONSTRUCTION PHASE. ALL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSPECTED, REPAIRED AND LOGGED AT THE END OF EACH WORKING DAY.
2. GRAVEL BAGS & PCC BLOCKS SHALL BE PLACED AROUND EACH CATCH BASIN UNTIL ALL TRIBUTARY UPSTREAM AND DOWNSTREAM AREAS HAVE BEEN STABILIZED AND MAY BE REMOVED ONLY WITH THE APPROVAL OF THE MONTEREY COUNTY ENGINEER.
3. CONTRACTOR SHALL CORRECT VEHICLES, ETC. TO THE AREAS UNDER CONSTRUCTION AND SHALL NOT PERMIT DAMAGE TO THE EXISTING VEGETATION OR NATURAL GRASS IN PRIME DEVELOPMENT AREAS. ANY DAMAGE SHALL BE IMMEDIATELY REPAIRED. DAMAGED AREA TO BE ADDED TO THE SHEET.
4. TRAPPED SEDIMENT IS TO BE REMOVED AS REQUESTED TO MAINTAIN TRAP EFFICIENCY. CONTRACTOR SHALL EXAMINE GRAVEL BAGS AND PEER ROLLS WEEKLY AND BEFORE AND AFTER EACH RAIN. FOLLOWING ANY PERIODS OF RAIN, REMOVE ANY SILT DEPOSITS AND REPLACE ANY DAMAGED GRAVEL BAGS. TRAPPED SEDIMENT IS TO BE DISPOSED AT A SITE APPROVED BY THE PROJECT ENGINEER.
5. THE CONTRACTOR SHALL CONSTRUCT, AT HIS ONLY ACCESS POINT, AN APPROVED CONSTRUCTION ENTRANCE CONSISTING OF A 6' WIDE BY 50' LONG TRANSITION DRU WITH A MINIMUM 6" THICK FRACTURED STONE AGGREGATE MATERIAL PLACED OVER FILTER FABRIC/MAT.
6. GRAVEL BAGS AND PEER ROLLS MAY BE REMOVED AFTER AREAS ABOVE THEM HAVE BEEN STABILIZED AND ONLY WITH APPROVAL OF THE MONTEREY COUNTY ENGINEER.

1. HYDROSEEDING: SEEDING SHALL BE PERFORMED BY A MECHANICAL HYDROSEEDER. THE HYDRO MULCH IS PREPARED BY MIXING PEER, SOIL STABILIZER, SEED AND WATER IN PORTIONS SPECIFIED IN THE PLANS OR HEREIN. MIXING TIME SHALL NOT EXCEED 45 MINUTES FROM THE TIME THE SEED CONTACTS THE WATER UNTIL THE ENTIRE BATCH IS DISCHARGED ONTO THE PREPARED SOIL.

HYDROSEEDING SEED MIX FOR THE PARTIAL HYDROSEEDING AREA

SCIENTIFIC NAME	COMMON NAME	APPLICATION RATE (lb/1000sq)
ACRILIDA NILLIFOLIA	COMMON YARROCK	1
PAPELLA PULCHRA	PEPPER MEGALOBASS	15
LEPIS TRICOLOR	GREYFISH PINEFISH	3.5
LEPIS HANS	KEY LIME	2
ECHEGAKIA CALIFORNICA	CALIFORNIA POPPY	0.5
LEPIS SCYPIAENSIS	DEERHEAD	2
LEPIS CARINATA	CALIFORNIA BROCK	15
LEPIS BLANDI	BLUE HILD-YITE	10

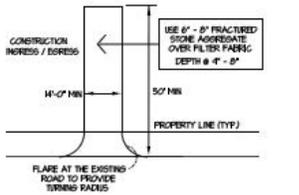
NON-SEED PRODUCTS

PRODUCT NAME	APPLICATION RATE (lb/1000sq)
BONDED PEER MATRIX MULCH	3000
SEED HYDROGEL (25% solution)	10

8. MONTEREY COUNTY ENGINEER RESERVES THE RIGHT TO REQUIRE THE INSTALLATION OF STRAIN MATTINGS IN AREAS WHERE EROSION CONTROL/SEEDING HAS NOT BEEN ESTABLISHED.

9. CONTRACTOR & ALL SUBCONTRACTORS SHALL RETAIN A COPY OF THE NOT A SHEET FILED WITH THE COUNTY ENGINEER, OR HAVE ACCESS TO A CENTRALLY LOCATED COPY ON SITE. ALL CONTRACTORS & SUBCONTRACTORS SHALL AGREE TO ABIDE BY THE SHEET IN WRITING.

10. CONTRACTOR SHALL PROVIDE A CONCRETE WASHOUT LOCATION ON SITE. THE LOCATION SHALL BE APPROVED BY THE MONTEREY COUNTY ENGINEER. PRIOR TO ANY WASTE DISPOSAL.



DUST CONTROL

AT ALL TIMES DURING CONSTRUCTION AND UNTIL FINAL COMPLETION, THE CONTRACTOR, WHEN HE OR HIS SUBCONTRACTORS ARE OPERATING EQUIPMENT ON THE SITE, SHALL PREVENT THE FORMATION OF AN AIRBORNE DUST NUISANCE BY WATERING AND/OR TREATING THE SITE OF THE WORK IN SUCH A MANNER THAT WILL CONFINE DUST PARTICLES TO THE IMMEDIATE SURFACE OF THE WORK, TO THE SATISFACTION OF THE PROJECT ENGINEER AND APPLICABLE AUTHORITIES. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE DONE BY THE DUST FROM HIS OR HIS SUBCONTRACTOR'S ACTIVITIES IN PERFORMING THE WORK UNDER THIS CONTRACT.

NOTES:

GRAVEL BAGS SHALL BE USED AT ALL ON-SITE DRAINAGE INLETS, TOP OPENINGS AND SIDE OPENINGS.

GRAVEL BAGS SHALL BE USED ON ALL DRAINAGE INLETS IN MONTEREY COUNTY RIGHT-OF-WAY IMPACTED BY THE PROJECT (DOWN STREAM INLETS AND FIRST INLET UP STREAM).

PLACE TYPE I BARRICADE OVER DRAINAGE INLET WHEN FILTER FABRIC & GRAVEL BAGS ARE UTILIZED.

INSPECT (AND DOCUMENT EACH INSPECTION) ALL INLET PROTECTION DEVICES BEFORE AND AFTER RAINFALL EVENTS, AND WEEKLY THROUGHOUT RAINY SEASON. DURING EXTENDED RAINFALL EVENTS, INSPECT INLET PROTECTION DEVICES AT LEAST ONCE EVERY TWENTY-FOUR (24) HOURS.

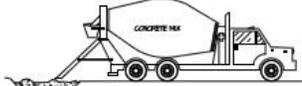
REMOVE ALL INLET PROTECTION DEVICES WITHIN THIRTY (30) DAYS AFTER THE SITE IS STABILIZED, OR WHEN INLET PROTECTION IS NO LONGER REQUIRED, BY COUNTY ENGINEER.

PRIOR TO ROLL INSTALLATION, CONDUIT A CONCRETE KEY TRENCH THREE (3) INCH TO FOUR (4) INCHES MAX DEEP ALONG THE PROPOSED INSTALLATION ROUTE.

SOIL EXCAVATED IN TRENCHING SHOULD BE PLACED ON THE UPWIND OR UPDRIVE SIDE OF THE ROLL TO PREVENT WATER FROM UNDER CUTTING THE ROLL.

PLACE SEDIMENT ROLL INTO KEY TRENCH AND STAKE ON BOTH SIDES OF THE ROLL TO WITHIN SIX FEET (6') OF EACH END AND THEN EVERY SIX FEET (6') WITH 1" x 2" x 28" HOOK OR METAL STAKES.

STAKES ARE TYPICALLY DRIVEN IN ON ALTERNATING SIDES OF THE ROLL. WHEN MORE THAN ONE SEDIMENT ROLL IS PLACED IN A ROW, THE ROLLS SHOULD BE OVERLAPPED TWELVE INCHES (12") MIN TO PROVIDE A TIGHT JOINT, NOT ADJUTED TO ONE ANCHOR.



DESCRIPTION

PREVENT OR REDUCE THE DISCHARGE OF POLLUTANTS TO STORM WATER FROM CONCRETE WASTE BY CONDUCTING WASHOUT OFF-SITE, PERFORMING ON-SITE WASHOUT IN A DESIGNATED AREA, AND TRAINING EMPLOYEES AND SUBCONTRACTORS.

APPROACH

THE FOLLOWING STEPS WILL HELP REDUCE STORM WATER POLLUTION FROM CONCRETE WASTES: STORE DRY AND WET MATERIALS UNDER COVER, AWAY FROM DRAINAGE AREAS. AVOID MIXING EXCESS AMOUNTS OF FRESH CONCRETE OR GEMENT ON-SITE. PERFORM WASHOUT OF CONCRETE TRUCKS OFF-SITE OR IN DESIGNATED AREAS ONLY. DO NOT WASH OUT CONCRETE TRUCKS INTO STORM DRAINAGE, OPEN DITCHES, STREAMS, OR STREAMS. DO NOT ALLOW EXCESS CONCRETE TO BE DUMPED ON-SITE, EXCEPT IN DESIGNATED AREAS FOR ON-SITE WASHOUT.

LOCATE WASHOUT AREA AT LEAST FIFTY FEET (50') FROM STORM DRAINAGE, OPEN DITCHES, OR WATER BODIES. DO NOT ALLOW RUNOFF FROM THIS AREA BY CONSTRUCTING A TEMPORARY PIT OR BERMED AREA LARGE ENOUGH FOR LIQUID AND SOLID WASTE.

WASH OUT WASTES INTO THE TEMPORARY PIT WHERE THE CONCRETE CAN SET, BE BROKEN UP, AND THEN DISPOSED OF PROPERLY. WHEN WASHING CONCRETE TO REMOVE FINE PARTICLES AND EXPOSE THE AGGREGATE, AVOID CREATING RUNOFF BY DRAINING THE WATER TO A BERMED OR LEVEL AREA.

DO NOT WASH SWEEPINGS FROM EXPOSED AGGREGATE CONCRETE INTO THE STREET OR STORM DRAIN. COLLECT AND RETURN SWEEPINGS TO AGGREGATE BASE STOCK PILE, OR DISPOSE IN THE TRASH.



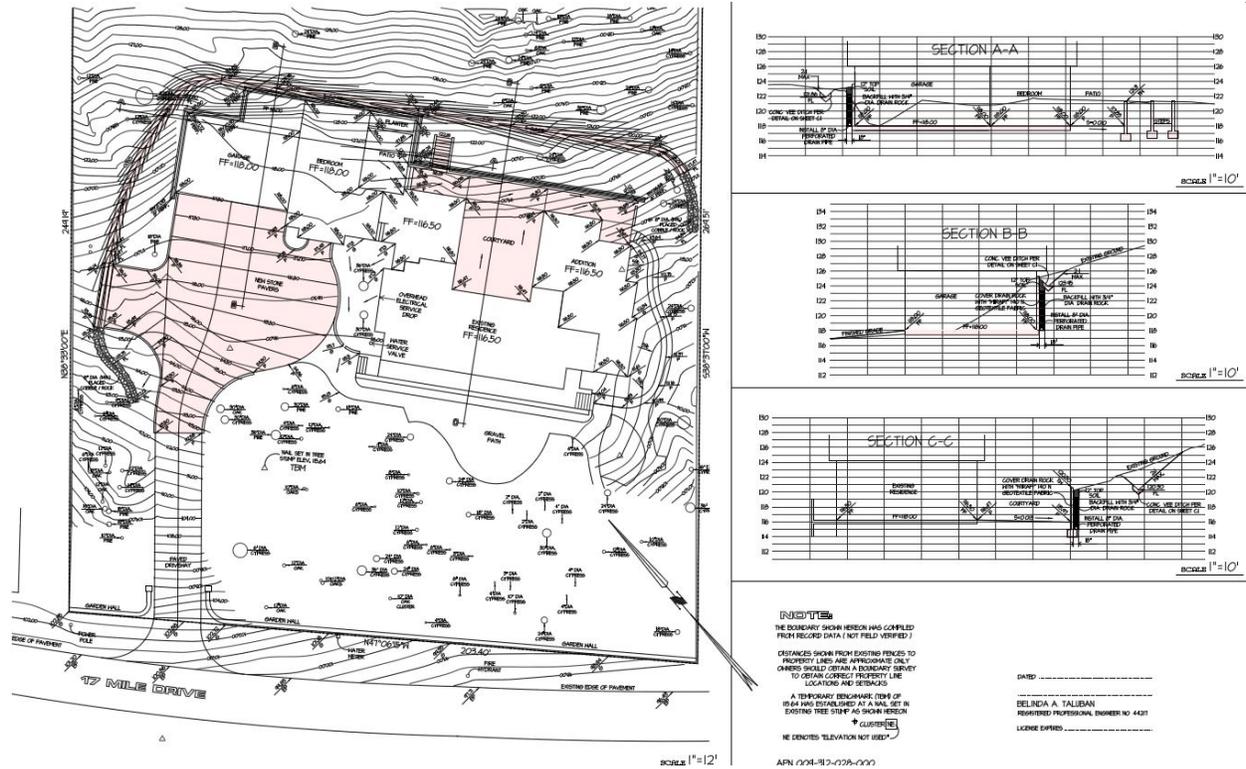
DATED _____

RELINDA A TALUEAN
REGISTERED PROFESSIONAL ENGINEER NO. 44217
LICENSE EXPIRES 6-30-2017

Some excavation work is proposed for the project (less than 550 cubic yards), no tree removal or any removal of vegetation is required within the project area. As a result, exposed soils from grading may create a potential for erosion, especially during the rainy season from October 15-April 15. The Monterey County RMA Building Services and RMA Environmental Services Departments require erosion control plans and measures to be in place during the grading process when a grading permit is required. Standard erosion control practices include the use of covering or vegetating exposed soils, using silt fences or straw bales to contain surface runoff, and where possible, to complete soil disturbing activities outside of the rainy season from October 15 through April 15. The sediment control measures to be applied for the subject project as outlined in the preliminary Sediment Control Plan (Figure 15) are adequate and will be

reviewed and vetted by the RMA Environmental Services Department prior to site disturbance in conformance with Condition No. 9 (Erosion Control Plan).

FIGURE 16 – Preliminary Grading Plan



The project includes grading involving 531 cubic yards of cut and 143 cubic yards of fill (388 cubic yards of excess excavation). The Geologic Report and Soil Engineering Investigation (Source 13) concluded that the site is suitable from a geologic and soil engineering standpoint for the proposed residential additions. The site soils and earth material are erodible. Stringent erosion control measures are to be implemented to provide surficial stability of the site soils- a condition placed by Environmental Services (Condition No. 11) requires a Grading Plan incorporating the recommendations from the project Geologic Report and Soil Engineering Investigation prepared by Landset Engineers, Inc.

FIGURE 17 – Construction Management Plan

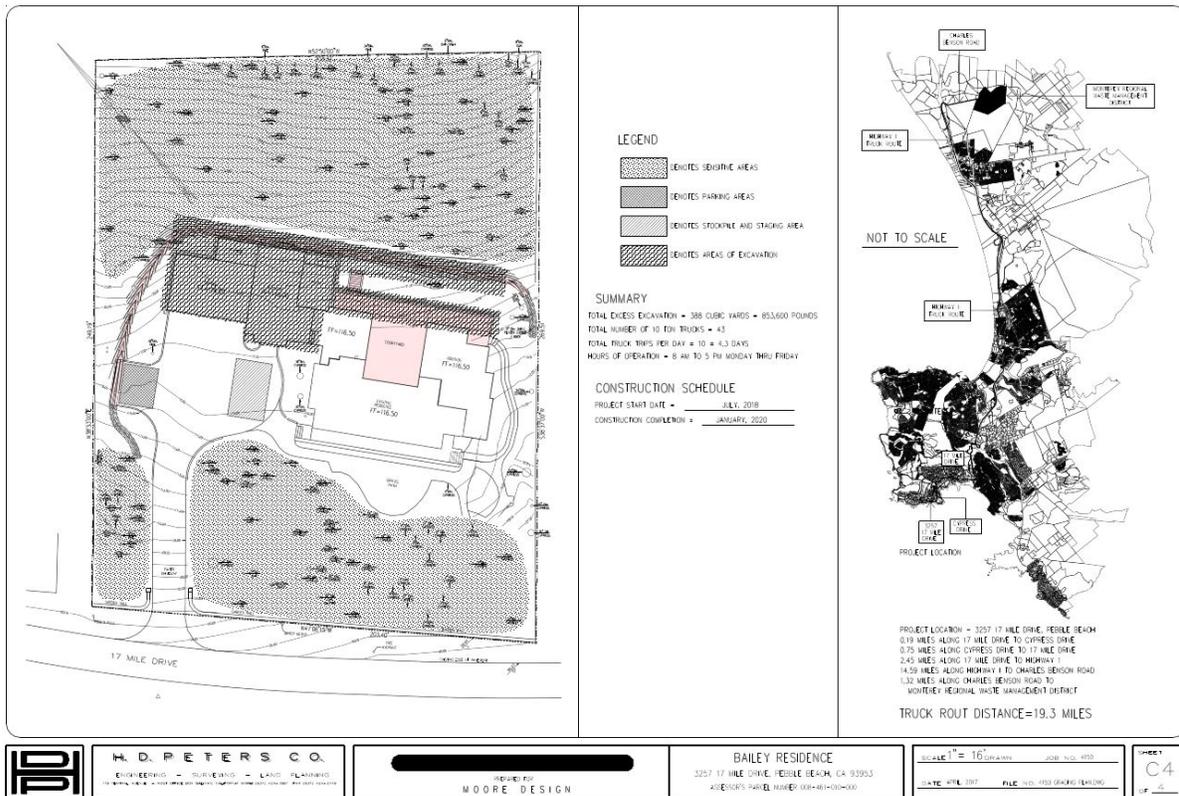


FIGURE 18 – Proposed Truck Route



PROJECT LOCATION - 3257 17 MILE DRIVE, PEBBLE BEACH
0.19 MILES ALONG 17 MILE DRIVE TO CYPRESS DRIVE
0.75 MILES ALONG CYPRESS DRIVE TO 17 MILE DRIVE
2.45 MILES ALONG 17 MILE DRIVE TO HIGHWAY 1
14.59 MILES ALONG HIGHWAY 1 TO CHARLES BENSON ROAD
1.32 MILES ALONG CHARLES BENSON ROAD TO
MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

TRUCK ROUT DISTANCE=19.3 MILES

Conservancy. The applicant shall work with the Conservancy to assure the intent of the policy is met.

D. Project Impacts:

The subject property is not located within Prime or Unique Farmlands, forest land, an area that poses a threat cause by flooding, or on a mineral resource recovery site. The result of the project will not require large amounts of water, create large amounts of wastewater, induce or reduce the population or availability of housing, or cause reduction of the existing level of services for fire, police, public schools, or parks. Therefore, the project would have no impact on agricultural and forest resources, mineral resources, population and housing, public services, recreation, or utilities and service systems.

Less than significant impacts have been identified for aesthetics, air quality, geology/soils, greenhouse gas emissions, noise, and transportation/traffic (see Section VI, Environmental Checklist of the Initial Study). Implementation of the project would incorporate conditions of approval to assure compliance with County requirements to the extent that they mitigate the identified potential impacts. Therefore, mitigation measures were not necessary for the project to have a less than significant impact on these resources.

Potential impacts to biological resources, cultural resources, land use/planning and tribal cultural resources caused by construction of the project have been identified and mitigations/conditions have been recommended to reduce the impact to a less than significant level (see Section VI, Environmental Checklist, of the Initial Study).

III. PROJECT CONSISTENCY WITH OTHER APPLICABLE LOCAL AND STATE PLANS AND MANDATED LAWS

Use the list below to indicate plans applicable to the project and verify their consistency or non-consistency with project implementation.

General Plan/Area Plan	<input checked="" type="checkbox"/>	Air Quality Mgmt. Plan	<input checked="" type="checkbox"/>
Specific Plan	<input type="checkbox"/>	Airport Land Use Plans	<input type="checkbox"/>
Water Quality Control Plan	<input checked="" type="checkbox"/>	Local Coastal Program-LUP	<input checked="" type="checkbox"/>

General Plan/Local Coastal Program LUP

The proposed project was reviewed for consistency with the 1982 Monterey County General Plan, Del Monte Forest Land Use Plan (DMF LUP) and the Monterey County Coastal Implementation Plan, Parts 1 (Title 20) and 5 (Chapter 20.147). Chapter 6 of the DMF LUP outlines three basic tests for demonstrating a project conforms with the plan: 1) The project must be in conformance with the type and intensity of uses permitted within the specific geographical area concerned; 2) The project must conform to the policies of the LUP. Particularly, the proposal must satisfy the natural resource protection policies and fully meet the objectives,

policies and standards for natural resource protection¹; and 3) the project must fully meet any specific zoning provisions adopted to implement the plan. As discussed in Section VI.4 of this Initial Study, the proposed project, as mitigated, is consistent with biological resource policies of the DMF LUP intended for resource protection. **CONSISTENT**

Water Quality Control Plan.

The subject property lies within Region 3 of the Central Coast Regional Water Quality Control Board (CCRWCB). Water quality objectives specified in the Water Quality Control Plan for the Central Coast Basin are meant to protect existing high quality waters of the State. Water quality objectives are considered necessary to protect those present and probable future beneficial uses enumerated in Chapter Two of this plan to protect existing high quality waters of the State. These objectives will be achieved primarily through the establishment of waste discharge requirements and through implementation of the water quality control plan, which regulates sources of water quality related issues resulting in actual or potential impairment or degradation of beneficial uses, or the overall degradation of water quality through implementation of the State's Water Quality Control Plan. In this case, beneficial uses would include groundwater recharge from stormwater captured onsite. The proposed project includes land disturbance and construction of permanent structures in a currently vacant parcel. This has the potential to introduce new sources of pollution or significantly increase on-site impervious surfaces. In accordance with Chapter 16.12 of the Monterey County Code, the proposed project has been conditioned by the Water Resources Agency and RMA-Environmental Services requiring the applicant to submit a drainage and erosion control plan. For additional discussion on hydrology and water quality, please refer to Section VI.9 of this Initial Study. **CONSISTENT**

Air Quality Management Plan (AQMP)

Consistency with the Air Quality Management Plan (AQMP) is an indication of a project's cumulative adverse impact on regional air quality (ozone levels), and is not an indication of project specific impacts, which are evaluated according to the Air District's adopted thresholds of significance. Inconsistency with the AQMP is considered significant cumulative air quality impact. The Monterey Bay Air Resources District (MBARD) prepared the AQMP for the Monterey Bay Region. The AQMP addresses attainment and maintenance of State and Federal ambient air quality standards with the North Central Coast Air Basin. The project proposes to add square footage to an existing single family dwelling on a lot zoned for residential development. Therefore, any population increase as a result from the operational component of the project has already been accounted for in the AQMP. It was determined that the proposed project would not conflict with or obstruct implementation of the AQMP. There would be no stationary emissions as a result of the proposed project. The MBARD CEQA Air Quality Guidelines defines construction activities with potentially significant impacts for PM₁₀ if they include 2.2 acres of disturbance per day. The project will involve less than 1.24 acres of disturbance per day and therefore, would not result in a significant impact and would be consistent with the AQMP. Additional discussion can be found in Section IV.A of this Initial Study. **CONSISTENT**

¹ If land use and natural resource protection policies conflict, natural resource protection policies shall prevail

IV. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED AND DETERMINATION

A. FACTORS

The environmental factors checked below would be potentially affected by this project, as discussed within the checklist on the following pages.

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forest Resources | <input checked="" type="checkbox"/> Air Quality |
| <input checked="" type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input checked="" type="checkbox"/> Geology/Soils |
| <input checked="" type="checkbox"/> Greenhouse Gas Emissions | <input checked="" type="checkbox"/> Hazards/Hazardous Materials | <input checked="" type="checkbox"/> Hydrology/Water Quality |
| <input checked="" type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources | <input checked="" type="checkbox"/> Noise |
| <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input checked="" type="checkbox"/> Transportation/Traffic | <input type="checkbox"/> Utilities/Service Systems | <input checked="" type="checkbox"/> Mandatory Findings of Significance |
| <input checked="" type="checkbox"/> Tribal Cultural Resources | | |

Some proposed applications that are not exempt from CEQA review may have little or no potential for adverse environmental impact related to most of the topics in the Environmental Checklist; and/or potential impacts may involve only a few limited subject areas. These types of projects are generally minor in scope, located in a non-sensitive environment, and are easily identifiable and without public controversy. For the environmental issue areas where there is no potential for significant environmental impact (and not checked above), the following finding can be made using the project description, environmental setting, or other information as supporting evidence.

Check here if this finding is not applicable

FINDING: For the above referenced topics that are not checked off, there is no potential for significant environmental impact to occur from either construction, operation or maintenance of the proposed project and no further discussion in the Environmental Checklist is necessary.

EVIDENCE:

Section VI.2 - Agricultural and Forest Resources: The subject property is located within an urbanized area within an established neighborhood. There are no agricultural uses within the vicinity of the property. Furthermore, the Monterey County Geographical Information Systems (GIS) indicates that the subject property is not located within any area classified as Prime Farmland or Farmland of Statewide Importance. Therefore, the project would have no impact on agricultural resources. Although the biological report indicates that there is Monterey Cypress forest habitat onsite, it is not considered a forest or timber resource inventoried as “Demonstration State Forest” (Source 12), *No Impact*.

Section VI.13 - Mineral Resources: The subject property is not located in an area where there is a known mineral resource. Therefore, the project would not result in the loss of availability of a known mineral resource that is of value to the region and the residents of the state nor would it result in the loss of availability of a locally-important mineral resource recovery site as delineated in the Monterey County General Plan (Source 2). Therefore, the project will have no impact to mineral resources, *No Impact*.

Section VI.13 – Population/Housing: Implementation of the proposed project would improve an existing single family dwelling on a residentially zoned parcel. No additional dwelling units are proposed. Therefore, the project would not substantially induce population growth in the area, either directly or indirectly, as no new infrastructure would be extended to the site (Source 1), *No Impact*.

Section VI.14 - Public Services: The proposed project includes the remodel and additions to an existing single family dwelling. The increased square footage will have no impact to the existing public services such as fire, police, schools, parks, or any other public facilities (Source 1), *No Impact*.

Section VI.15 – Recreation: Implementation of the proposed project would not result in an increase in the use of existing neighborhood or regional parks or other recreational facilities which would cause substantial physical deterioration. The proposed project does not include or require construction or expansion of recreation facilities. The project would not create significant recreational demands. Therefore, it does not necessitate review by the Monterey County Parks Department for recreational purposes. No in lieu fees or dedication of land for regional parks would be required (Source 1, 2, 3 and 4), *No Impact*.

Section VI.17 – Utilities and Service Systems: The proposed project includes the remodel and additions to an existing single family dwelling. There will be no substantial increase in wastewater from the project that will cause the Pebble Beach Community Services District (PBCSD) to expand its existing service or cause PBCSD to exceed wastewater treatment requirements of the California Regional Water Quality Control Board. Similarly, there will be no increase in water usage which will cause the California American Water Company to expand its facility.

Any excess construction materials would be hauled to the landfill operated by the Monterey Regional Waste Management District. The project will also comply with federal, state, and local statutes and regulations related to solid waste. Therefore, the project would have no impact on utilities or service systems (Source 1).

B. DETERMINATION

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Signature

Maira Blanco

3/5/2018

Date

Assistant Planner

V. EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on project-specific screening analysis).
- 2) All answers must take into account the whole action involved, including offsite as well as onsite, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) The explanation of each issue should identify:
 - a) The significance criteria or threshold, if any, used to evaluate each question; and
 - b) The mitigation measure identified, if any, to reduce the impact to less than significant.

VI. ENVIRONMENTAL CHECKLIST

1. AESTHETICS		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:					
a)	Have a substantial adverse effect on a scenic vista? (Source 1, 3, 4, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (Source 1, 3, 4, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c)	Substantially degrade the existing visual character or quality of the site and its surroundings? (Source 1, 3, 4, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? (Source 1, 3, 4, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

The scenic qualities of the Pebble Beach area are considered unique and significant and the protection of the area's visual resources is important as stated in the Del Monte Forest Land Use Plan. The Visual Resources Map, Figure 3 of the Del Monte Forest Land Use Plan indicates that the subject property is located within the viewshed area as seen from Point Lobos and vista points from 17-Mile Drive. Key policies of the DMF LUP calling for the protection of scenic resources include strict development restriction in the project area, between 17-Mile Drive and the ocean (see below).



○ Approximate location of subject project

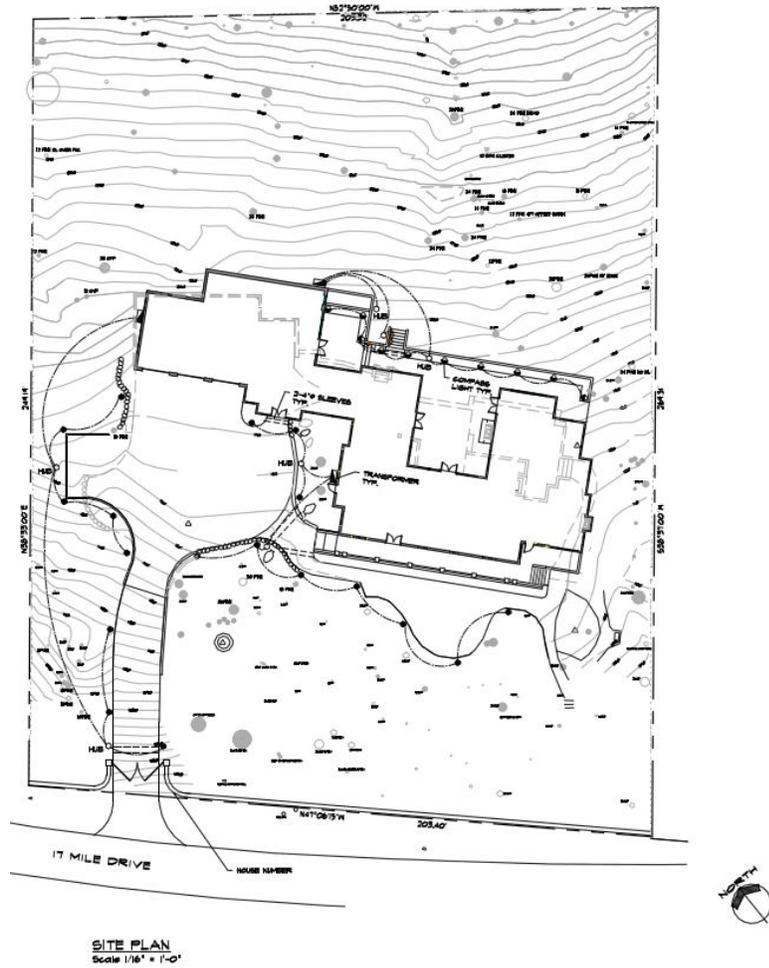
1(a), (b), (c), and (d). Conclusion: Less Than Significant Impact. A site visit was conducted on September 8, 2017 to observe staking and flagging and it was determined that the proposed additions would not cause a significant impact to the visual resources of the Del Monte Forest. The subject property is located directly east of 17-Mile Drive (inland side of 17-Mile Drive). Although the parcel is encompassed in the Visual Resources Map (viewshed from 17-Mile Drive and vista points), due to existing vegetation and fencing, the increased mass of the dwelling would be a less than significant impact. No trees are proposed for removal and mitigation measures for tree protection are included to protect them as they are considered biological resources on the site. Although the project proposes additions that would increase the overall building mass, all new development is sited to be over 100 feet from the centerline of 17-Mile Drive. Colors, materials and textures, such as off-white with dark trim, gable and shed

roofs with finished clay barrel tiles will match the existing structure (see below **Figure 21**). Moreover, the additions were designed with considerations for its historic eligibility- a hybrid Spanish Revival/Monterey Colonial Style. The proposed additions conform to the Secretary of the Interior's Standards for the treatment of historic properties.

The existing stone wall will be repaired and in some places replaced (**Figure 22**) with the same material. A new gate -infill metal design- within the gate panels- will replace the wrought iron gate with see-through openings (see below). The applicant will submit photos or samples of the materials to be used to assure that the proposed gate does not include reflective materials that would impact the public viewshed. The proposed gate behind the existing stone wall will be excluded from this project because it would impact aesthetics in a manner that is more than less than significant. In addition, the Del Monte Forest Coastal Implementation Plan, states that fences shall be designed with see-through materials or spaced in a manner to protect views of the natural habitat from 17-Mile Drive (Source 4). The applicant shall submit revised plans to be in conformance with site development standards for the Del Monte Forest.

The County of Monterey requires that all exterior lighting for the proposed project be unobtrusive and harmonious with the local area. Based on this policy, a condition of approval (Condition No. 5) shall be included to require the applicant to submit an exterior lighting plan prior to the issuance of building permits for review and approval by the RMA-Planning Department to ensure that only the intended areas are illuminated and off-site glare is fully controlled. The applicant has submitted a preliminary Landscape Lighting Plan (**Figure 23**) showing all lighting to be downcast or hooded. The proposed additions will not significantly change the existing aesthetic condition when viewed from 17-Mile Drive. With the above mentioned revisions, the project as conditioned, will have a less than significant impact on the aesthetics of the Del Monte Forest.

Figure 23 – Preliminary Landscape Lighting Plan



LIGHTING LEGEND:

Symbol	Description	Product
●	PATH LIGHTS	Auralight LPL 12-5 Sahara / alt. LPL45 Laguna BLP Finish LED Warm White 2900K / 25 watts
◐	WALL LIGHT	Auralight Meridian LSW5 LED (HOOD DOWN CAST) Alt. SWS5 Sentinel 1.25 watt BLP Finish
⊠	LIGHT MOUNTING	GROUND LIGHTS shall be mounted on ZEROS-W5 Auralight Docking Posts.
⊠	TRANSFORMER	Multi-tap 350-500 watt stainless
○	WIRING HUB	Unique Galaxy Hub / Alt. Unex 5 Hub
○	WIRING LOOP	Tie back to House Lighting System shall be coordinated Bldg. Electricians & Programmers
⊕	GFU OUTLET	Refer to Architectural Plans / installed by Bldg Electricians
⊕	SWITCHING LOCATION	Coordinate with Building Project Electricians
NOTE		
<ul style="list-style-type: none"> • ALL LIGHTING SPECIFIED IS LED & DIMABLE • ALL FIXTURES ARE HOODED OR DOWN CASTING • ANY CHANGE IN TYPE OR MANUFACTURER SHALL BE REVIEWED WITH LANDSCAPE ARCH. • ALL FINISH IS TO BE BRONZE PATINA / CALL OUT Auralight BLP • FIXTURE WATTS 1.25 - 2 WATTS 		
<ul style="list-style-type: none"> • ALL LANDSCAPE LIGHTING WIRE INSTALL WITH SCHEDULE 40 / 3/8" PIPE THROUGHOUT ALL LOCATIONS 		

● PATH ● GROUND LIGHT Auralight Compass LDMS-180-2TD-L-C, BLP Finish
LED Warm White 2700K / 5 - Watts

2. AGRICULTURAL AND FOREST RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (Source 1, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? (Source 1, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? (Source 1, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use? (Source 1, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? (Source 1, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion/Conclusion/Mitigation:

See previous Sections II. B (Project Description) and C (Environmental Setting) and Section IV. A (Environmental Factors Potentially Affected), as well as the sources referenced.

3. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan? (Source 1, 2, 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? (Source 1, 2, 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? (Source 1, 2, 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in significant construction-related air quality impacts? (Source 1, 2, 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Expose sensitive receptors to substantial pollutant concentrations? (Source 1, 2, 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Create objectionable odors affecting a substantial number of people? (Source 1, 2, 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion/Conclusion/Mitigation:

In order to provide protection and enhancement of Monterey County’s air quality, the Monterey County 1982 General Plan (General Plan, Source 2) Policy No. 20.1.1 requires development decisions to be consistent with the natural limitation of the County’s air basins. Additionally, Policy 20.2.4 of the General Plan requires the County to operate in accordance with current regional, state, and federal air quality standards while Policy 20.2.5 encourages the use of the “best available control technology” defined the current rules of the Monterey Bay Unified Air Pollution Control District (MBUAPCD). The California Air Resources Board (CARB) coordinates and oversees both state and federal air quality control programs in California and has established 14 air basins statewide. The project site is located in the North Central Coast Air Basin (NCCAB), which is under the jurisdiction of the Monterey Bay Unified Air Pollution Control District (MBUAPCD). The MBUAPCD is responsible for enforcing standards and regulating stationary sources through the 2008 *Air Quality Management Plan for the Monterey Bay Region (AQMP)* and 2009-2011 Triennial Plan Revision (“Revision”) to evaluate a project’s potential for cumulative adverse impact on regional air quality (ozone levels).

3 (a) and (f). Conclusion: No Impact.

The AQMP and Revision addresses state air quality standards. Population-generating projects that are within the AQMP population forecasts are considered consistent with the plan. The proposed project consists of interior remodeling and additions to an existing single family dwelling and therefore it will not generate any increase in population. Because there is no potential for increased population, the proposed project is consistent with the AQMP and will have no impact.

The proposed construction activities will not create objectionable odors affecting a substantial number of people due to the scale of the proposed construction. Therefore, no impacts related to generation of odors are expected to occur.

3 (b), (c), (d) and (e). Conclusion: Less Than Significant Impact.

At present, Monterey County is in attainment for all federal air quality standards and state standards for Carbon monoxide (CO), Nitrogen dioxide (NO₂), and fine particulate matter (PM_{2.5}). However, Monterey County is designated as “non-attainment-transitional” for respirable particulates (PM₁₀) for the state 2-hour ozone standard. Although the project would include grading and construction-related activities (and similar projects occur within the vicinity of the subject property), the potential air emissions meet the standard for pollutants and the project would not create a situation where it adds a considerable cumulative net increase of any criteria pollutant. Therefore, as noted by CEQA, air emissions would be less than significant for PM₁₀ due to the non-attainment designation.

The proposed construction would be contained within half an acre of the subject property. Therefore, construction and grading activities would operate below the 2.2 acres per day threshold established by the CEQA Air Quality Guidelines “Criteria for Determining Construction Impacts.” Furthermore, construction-related air quality impacts would be controlled by implementing Monterey County RMA standard conditions for erosion control that require watering, erosion control, and dust control. These impacts are considered less than significant based on the foregoing measures and best management practices incorporated into the project design and which reduce the air quality impacts below the threshold of significance.

Because the subject property is located within an established residential neighborhood, residents within the immediate vicinity of the project site are considered to be the sensitive receptors. Impacts caused by construction will be temporary and a preliminary construction management plan which has been submitted with the application will inform the County of the following: hours of operation, the amount of anticipated truck trips, and the proposed truck route. The proposed truck route utilizes larger arterial roads in order to access Highway 1 which will cause a less than significant impact on the neighborhood. Therefore, the project’s temporary nature and required conditions will cause a less than significant impact to construction-related air quality and sensitive receptors.

4. BIOLOGICAL RESOURCES	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (Source 1, 3, 4, 7, 11, 12, 13)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? (Source 1, 3, 4, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (Source 1, 3, 4, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (Source 1, 3, 4, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (Source: 1, 3, 4)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (Source: 1, 3, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion/Conclusion/Mitigation:

This section describes the existing biological conditions of the site, resources identified as environmentally sensitive habitat areas (ESHA) and portions of the site in which they are found, as well as potential impacts resulting from project implementation. In those cases, mitigation measures have been identified that would reduce those impacts to a less than significant level. ESHA have been found to play an important role in nature and in the ecosystem. Policies contained in the Coastal Act and the DMF LUP call for the protection of ESHA from disturbance and/or degradation caused by human activities such as development. However, in certain cases,

policy implementation alone would not be sufficient to ensure impacts are avoided or reduced and the use of mitigation measures is necessary. Therefore, this section also includes a discussion of ESHA and how the project as proposed and/or conditioned/mitigated, relates to applicable protection policies. In the Del Monte Forest, examples of habitat areas which have historically been determined to meet the definition of ESHA include the rare Monterey cypress and portions of the native Monterey pine forest (Source 4). Due to different resources found on the site, content within this section has been organized to allow a separate discussion on individual resources followed by how the project implementation would affect the existing biological resources on the site as a whole.

Del Monte Forest Biological Resource Protection Policies

The natural resources found in Del Monte Forest are recognized as significant and important and their protection is essential to the health and well-being of the area's natural environment. Chapter 2, Resource Management Element, of the DMF LUP includes policies calling for the protection and enhancement of freshwater resources, ESHA, forests, natural landforms, and public viewshed. Based on the site-specific conditions and the focus on biological resources, the applicable DMF LUP policies intended to protect wetlands, ESHA, and forest resources are discussed below.

The DMF LUP defines environmentally sensitive habitat areas (ESHA) as areas in which plant or animal life or their habitats are either rare or especially valuable due to their special nature or role in an ecosystem and which could be easily disturbed or degraded by human activities and developments.

Policy 8 states that ESHA shall be protected against significant disruption of habitat values and new land uses within ESHA shall be limited to those that are dependent on the resources therein. Development adjacent to ESHA shall be compatible with long-term maintenance of the habitat area and shall be sited in designed to prevent impacts that would significantly degrade habitat areas.

Policy 11 states that contiguous areas of land in open space uses shall be maintained wherever possible to protect ESHA and associated wildlife values and that the intensity of development immediately adjacent to ESHA shall be low as possible, consistent with other planning criteria.

Policies 12 and 16 requires submittal of biological reports by qualified individuals for any development near or within a ESHA. The report shall precisely determine habitat locations and provided recommendations for siting, design, and related mitigation measures to ensure protection of ESHA.

Policy 13 requires protection of ESHA through deed restrictions of permanent open space conservation and scenic easements granted to the Del Monte Forest Foundation.

Policy 14 restricts native vegetation removal and land disturbance near ESHA to the minimum amount necessary to accommodate reasonable development. Siting and design of development shall prevent significant degradation of ESHA and shall be compatible with the continuance of ESHA.

Policy 15 requires landscaping utilize non-invasive Del Monte Forest-appropriate native plant species and prohibits invasive plants species.

Policy 20 is specific to the protection of indigenous Monterey cypress habitat. During the draft of this Initial Study, an amendment to Policy 20 and it's implementing regulations contained in Section 147.040.040 of the Del Monte Forest Coastal Implementation Plan, was adopted by the Board of Supervisors (December 12, 2017) and has been scheduled for certification by the California Coastal Commission at their February 7, 2018 meeting. The amendments provide added protection, enhancement, restoration, and maintenance of the indigenous Monterey Cypress habitat by clearly defining the requirements and expectations for development, ensuring a planned and balanced approach between development and preservation. It would allow responsible developments that clearly demonstrate project implementation would be compatible with the objective of protecting Monterey cypress habitat.

4 (b), (c), and (f). Conclusion: No Impact.

Information obtained from the Monterey County Geographic Information System and the Del Monte Forest Land Use Plan does not indicate that the subject property is within an area which supports riparian habitat or marsh and/or vernal pools. No adopted Habitat Conservation Plan, Natural Community Conservation Plan, or any other approved local, regional, or state habitat conservation plan exists for the Del Monte Forest and therefore the subject property would not be restricted by it. Further, the subject property is not within the area of drainage to the Carmel A.S.B.S., Pescadero and un-named watersheds, the Seal Rock Watershed, or the Sawmill Gulch Watershed (Source 3, 7). Therefore, the project will have no impact to these biological resources.

4 (a), (d), and (e). Conclusion: Less Than Significant with Mitigation Incorporated.

As discussed and described above in Section II: Project Description and Environmental Setting, the subject property supports ESHA and the proposed development has the potential to have a direct and substantial effect on status species identified in the DMF LUP and conflicts with LUP policies protecting these resources. In general, DMF LUP Policy 8 states that ESHA shall be protected against any significant disruption of habitat values and within these areas, new land uses shall be limited to those that are dependent on the resources therein. Moreover, land uses and development adjacent to environmentally sensitive habitat areas shall be compatible with long-term maintenance of the habitat area and such land use and development shall be sited and designed to prevent impacts that would significantly degrade the habitat areas (Source 3). A Tree Resource Assessment (Source 11) and Biotic Reports (Source 12,13) submitted by the project applicant, identify potential impacts and include recommendations as mitigation measures to reduce those impacts to a less than significant level.

Indigenous Monterey Cypress Habitat

The lower half of the subject property is identified to be located in the Indigenous Monterey Cypress habitat area mapped in Figure 2a of the DMF LUP. The proposed development falls fully outside the area marked as Cypress habitat on Figure 2a but is still within 100 feet of ESHA. Pursuant to Policy 12 of the DMF LUP, a biological report was submitted with the application and findings in the report confirms that the project site supports Monterey Cypress forest (Source 12, 13). The Monterey Cypress stand found on the subject property is but one of

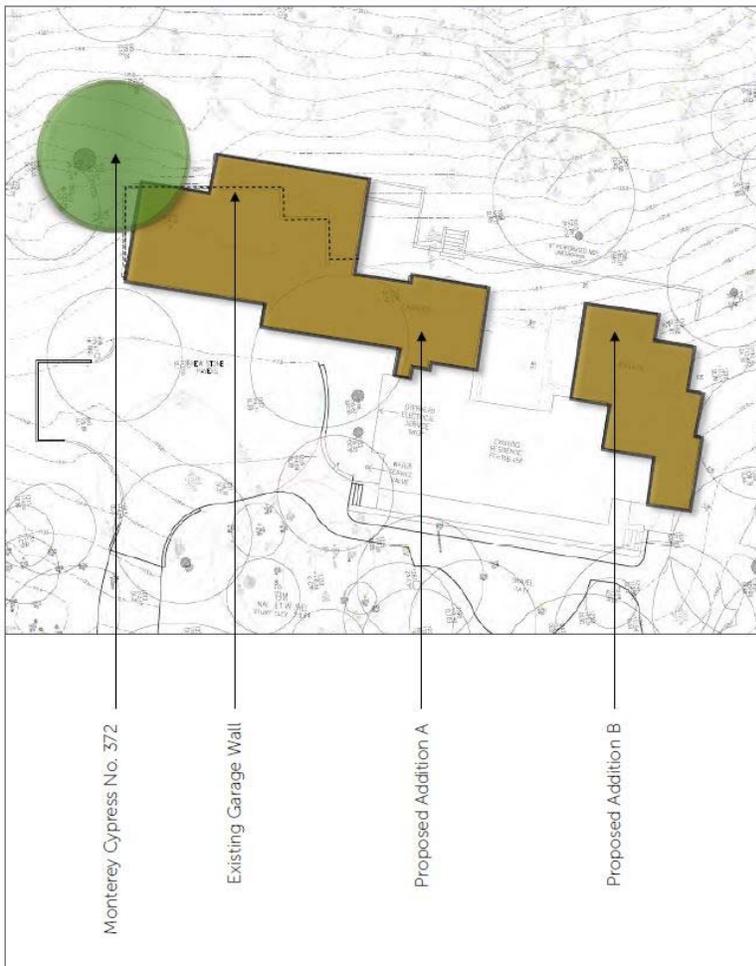
only two endemic Monterey Cypress habitats in the world. The indigenous Monterey Cypress trees along 17-Mile Drive specifically (Figure 2a), are visually and historically significant and form an integral part of the Del Monte Forest (Source 4). On the project site, the Monterey Cypress forest is the dominant feature and its overall condition and health is considered to be moderate and/or fair (Source 11). According to the Tree Resource Assessment (Source 4), crown cover varies with the canopy ranging from dense individual mature crowns to openings in the canopy created from previous disturbances (such as tree failures and grading). Trees closest to the ocean appear to be in decline due to salt wind burn. A number of Cypresses were also found to be partially uprooted due to shallow soils with limbs fragmenting apart. Mature pines found onsite are in decline due to turpentine beetle activity, several others were found to be infected with a fungal disease or destructive insect activity. Due to strong storms, some trees near the existing house were removed because they experienced whole tree failure and limb breakage. One small cypress has been found where significant limbs have snapped the tree (**Figure 24**) (Source 11).

Figure 24



Because the Monterey Cypress forest habitat found on the site is rare and an environmentally sensitive habitat area, siting and design of the proposed project must be carefully analyzed to ensure the resource is protected to the greatest extent feasible. Siting and design of the proposed development would avoid removal of Monterey Cypress and Monterey Pine trees; however, three trees identified in the Biotic Report (Source 12) and/or the Tree Assessment (Source 11) would be impacted because they are located within the footprint of proposed development. All of these trees have already experienced impacts from existing development. For example, a portion of the garage that intersects the dripline of Cypress tree #277 (identified as #372 in the Biotic Report) is already developed (existing retaining wall). The area is graded, paved and has a walled floor. The root systems of trees #223 and #224 are also present in an area which has been previously disturbed (within 3 feet of the northern face of the structure and within the landscaped area).

Figure 25- Portion of site map and tree survey showing the dripline of #277/372 in relation to additions

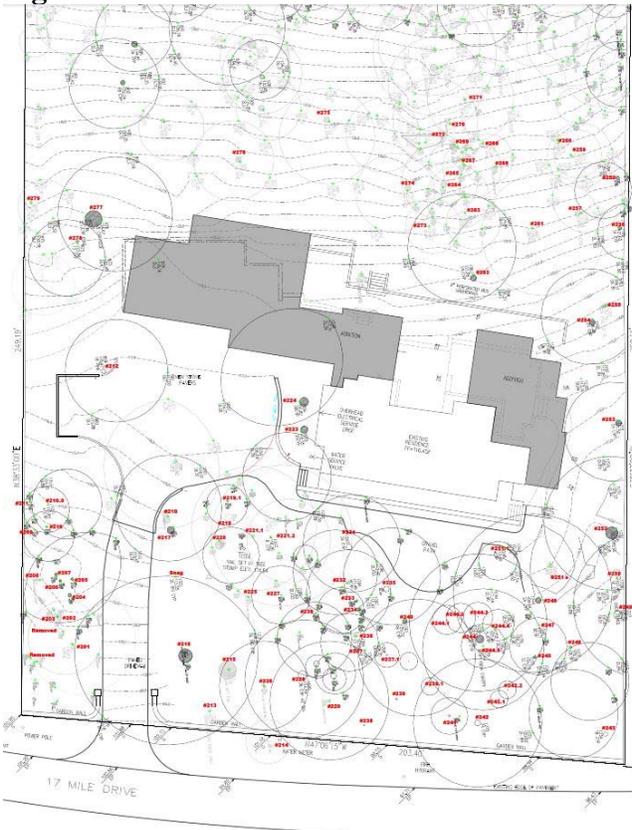


Source 12: Froke (2017), Biotic Report, p.24

Figure 26



Figure 27



Source 11: Ono (2017), Tree Resource Assessment and Forest Management Plan, p.17

Short-Term Impacts

The proposed development avoids impacts that would significantly degrade habitat and is sited within the previously disturbed areas of the property which allows large forest habitat areas to remain intact. Construction would not require removal of healthy Cypress trees; however, the size of the construction area is constrained and development of the site would have the potential to result in short-term impacts to cypress habitat. Specifically, trees near the proposed footprint of the new garage and repaved driveway would have the potential experience a reduction of the root area as a result of tree crown pruning and potential limb dieback. No significant direct impacts on Cypress tree canopy would be expected. The following mitigations are intended to provide measures for the protection of individual Monterey cypress trees during grading and construction activities. Implementation of these mitigations would reduce short-term impacts to a less than significant level.

Mitigation Measure No. 1: *Monitoring of Grading and Construction Activities.* In order to ensure grading and construction activities are conducted in accordance with the recommendations contained in the Bailey Tree Assessment and Forest Management Plan (Planning File LIB170359) and the Bailey Biotic Report (Planning File LIB170360), the owner/applicant shall contract with a certified arborist or qualified forester and a qualified biologist to review the construction documents (grading plan, building plan, and construction management plan) for consistency with the preliminary plans and the reports listed above, verify successful installation of tree protection measures, and monitor grading, construction, and tree pruning activities. Language contained in the contracts shall include verification of compliance with applicable Mitigation Measure Nos. 2 through 8.

Mitigation Measure Monitoring Action No. 1a: Prior to the issuance of construction permits for grading or building, the owner/applicant shall submit to RMA-Planning a copy of the contract between the owner/applicant and a certified arborist or qualified forester (referred to as the *project arborist*). The contract shall include provisions for review of the grading, building, and construction management plans; monitoring of construction activities; and verifying that the protection measures outlined in Mitigation Measure Nos. 2 through 8 will be implemented. In addition, the contract shall include the preparation of a final report indicating that the protection measures in place were successful. The contract shall be submitted to the RMA-Planning for review and approval. Should RMA-Planning find the contract incomplete or unacceptable, the contract will be returned to the owner/applicant and a revised contract shall be re-submitted for review and approval.

Mitigation Measure Monitoring Action No. 1b: Prior to the issuance of construction permits for grading or building, the owner/applicant shall submit to RMA-Planning a copy of the contract between the owner/applicant and a qualified biologist (referred to as the *project biologist*). The contract shall include provisions for review of the grading, building, and construction management plans; monitoring of construction activities; and verifying that the protection measures outlined in Mitigation Measure Nos. 2 through 8 will be implemented. In addition, the contract shall include the preparation of a final report indicating that the protection measures in place were successful. The contract shall be submitted to the RMA-Planning for review and approval. Should RMA-Planning find

the contract incomplete or unacceptable, the contract will be returned to the owner/applicant and a revised contract shall be re-submitted for review and approval.

Mitigation Measure No. 2: *Best Management Practices.* In order to ensure construction activities include best management practices that provide overall protection measures for all trees onsite, the following shall be included as a note on the construction plans.

- Depositing fill, parking equipment, or staging construction materials near existing trees shall be prohibited. Trees shall be protected by boards, fencing or other materials to delineate protection zones.
- Pruning shall be conducted so as not to unnecessarily injure the tree. General-principals of pruning include placing cuts immediately beyond the branch collar, making clean cuts by scoring the underside of the branch first.
- Root cutting shall occur outside of the springtime. Late June and July would likely be the best. Pruning of the live crown should not occur February through May.
- Tree material greater than 3-inches in diameter remaining on site more than one month that is not cut and split into firewood shall be covered with clear plastic that is dug in securely around the pile to discourage infestation and dispersion of bark beetles.
- A mulch layer approximately 4-inches deep shall be applied to the ground under selected trees prior to, maintained during, and following construction. Only 1 to 2-inches of mulch shall be applied within 1 to 2-feet of the trunk. Under no circumstances shall any soil or mulch be placed against the root crown (base) of trees. The best source of mulch would be from chipped material generated on site.
- If trees along near the development are visibly declining in vigor, a Professional Forester or Certified Arborist should be contacted to inspect the site to recommend a course of action.

Mitigation Measure Monitoring Action No. 2a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall include a note on the construction plans encompassing the language contained within Mitigation Measure No. 2 to RMA-Planning for review and approval.

Mitigation Measure Monitoring Action No. 2b: Prior to final of construction permits for grading and/or building, the owner, applicant, or project arborist shall submit a final report to RMA-Planning demonstrating that implementation of the best management practices was successful.

Mitigation Measure No. 3: *General Tree Protection Standards.* In order to ensure impacts to Monterey Cypress trees during construction are minimized, the following protection measures shall be in place during grading and construction activity shall be implemented in consultation with, and approved by the project arborist and biologist:

- Trees located adjacent to the construction area shall be protected from damage by construction equipment by the use of free standing cross braced temporary fencing and through wrapping of trunks with protective materials. Mulching (4-inch deep) shall be placed in the critical root zone areas within fenced areas.
- Fencing shall consist of chain link, snowdrift, plastic mesh, hay bales, or field fence.
- Fencing is not to be attached to the tree but free standing with 2x4 wood or metal cross bracing to be self-supporting so as not to damage trees. Fencing shall be rigidly supported and shall stand a minimum of height of four feet above grade and placed to the farthest extent possible from the trees base to protect the area within the trees drip line (typically 10 to 12-feet away from the base of a tree).
- In cases where access or space is limited for tree protection it is permissible to protect the tree within the 10 to 12-foot distance after determination and approval by a qualified forester or arborist.
- Soil compaction, parking of vehicles or heavy equipment, stockpiling of construction materials, and/or dumping of materials should not be allowed adjacent to trees on the property especially within fenced areas.
- Areas anticipated to have construction equipment near trees should have root zones mulched with cypress wood chips placed around to spread equipment load and to protect against soil compaction.
- Fenced areas and the trunk protection materials should remain in place during the entire construction period.

Mitigation Measure Monitoring Action No. 3a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall include a note on the construction plans encompassing the language contained within Mitigation Measure No. 3 to RMA-Planning for review and approval.

Mitigation Measure Monitoring Action No. 3b: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall submit a tree protection plan consistent with the measures outlined within Mitigation Measure No. 3 to RMA-Planning for review and approval.

Mitigation Measure Monitoring Action No. 3c: Prior to final of construction permits for grading and/or building, the owner, applicant, or project arborist shall submit a final report to RMA-Planning demonstrating that implementation of the tree protection measures was successful.

Mitigation Measure No. 4: *Tree Protection Standards During Grading and Excavation.* In order to ensure impacts to cypress trees during excavation, trenching, and construction of foundations are minimized, the following measures shall be implemented and approved by a qualified arborist or forester:

- All trenching, grading or any other digging or soil removal that is expected to encounter tree roots should be monitored by a qualified arborist or forester to ensure against drilling or cutting into or through major roots.

- The project architect and qualified arborist should be on site during excavation activities to direct any minor field adjustments that may be needed.
- Trenching for retaining walls or footings located adjacent to any tree should be done by hand where practical and any roots greater than 3-inches diameter should be bridged or pruned appropriately.
- Removal of the organic layer of the upper soil profile for installation of the driveway and motor court shall be done by hand. If any roots encountered are larger than 1-inch, that shall be preserved within the aggregate base material, subject to evaluation by a certified arborist.
- Installation of utility connections shall be outside cypress driplines to the extent feasible. Trenching shall be accomplished by hand, air, or water, with all roots larger than 1-inch to be preserved to the extent that is compatible with the placement of the utility conveyances into their trenches.
- Any roots that must be cut should be cut by manually digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root pruning equipment.
- Any roots damaged during grading or excavation should be exposed to sound tissue and cut cleanly with a saw.

If at any time potentially significant roots (over 3-inches in diameter) are discovered:

- The arborist/forester will be authorized to halt excavation until appropriate mitigation measures are formulated and implemented.
- If significant roots are identified that must be removed that will destabilize or negatively affect the target trees (not anticipated with the present design), the property owner will be notified immediately and a determination for removal will be assessed and made as required by law for treatment of the area that will not risk death decline or instability of the tree consistent with the implementation of appropriate construction design approaches to minimize affects, such as hand digging, bridging or tunneling under roots, etc.

Mitigation Measure Monitoring Action No. 4a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall include a note on the construction plans encompassing the language contained within Mitigation Measure No. 4 to RMA-Planning for review and approval.

Mitigation Measure Monitoring Action No. 4b: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall, in accordance with Mitigation Measure No. 3, submit a tree protection plan to RMA-Planning for review and approval. This plan shall also incorporate measures outlined within Mitigation Measure No. 4.

Mitigation Measure Monitoring Action No. 4c: Prior to final of construction permits for grading and/or building, the owner, applicant, or project arborist shall submit a final report to RMA-Planning demonstrating that implementation of the tree protection measures was successful.

Mitigation Measure No. 5: Tree Pruning Guidelines. Pruning of retained trees is expected for this site and shall be limited to only those areas necessary for a safe working and living environment. In order to ensure long-term health of each individual tree, the owner/applicant shall incorporate these specified guidelines during tree pruning activities.

- Pruning shall be limited to trees that have major deadwood that present significant risk or are exhibiting some structural defect or disease that must be compensated.
- Trees should be monitored on occasion for health and vigor after pruning. Should the health and vigor of any tree decline it will be treated as appropriately recommended by a certified arborist or qualified forester.
- Trees shall be pruned first for safety, next for health, and finally, only if necessary, for aesthetics.
- Type of pruning is determined by the size of branches to be removed. General guidelines for branch removal are:
 - Fine Detail pruning – Limbs under 2-inches in diameter are removed.
 - Medium Detail Pruning – Limbs between 2 and 4-inch in diameter.
 - Structural Enhancement – Limbs greater than 4-inches diameter.
 - Broken and cracked limbs – Will be removed in high traffic areas of concern.
- Crown thinning is the cleaning out of or removal of dead diseased, weakly attached, or low vigor branches from a tree crown. All trees will be assessed on how a tree will be pruned from the top down.
 - Trimmers shall favor branches with strong, U- shaped angles of attachment and where possible remove branches with weak, V-shaped angles of attachment and/or included bark.
 - Lateral branches shall be evenly spaced on the main stem of young trees and areas of fine pruning.
 - Branches that rub or cross another branch may be removed where possible.
 - Lateral branches may be no more than one-half to three-quarters of the diameter of the stem to discourage the development of codominant stems where feasible.
 - In most cases trimmers shall not remove more than one-quarter of the living crown of a tree at one time. If it is necessary to remove more, it shall be conducted over successive years.
- Crown raising removes the lower branches of a tree to provide clearance for buildings, vehicles, pedestrians and vistas.
 - Live branches on at least two-thirds of a tree's total height shall be maintained wherever possible. The removal of many lower branches will hinder the development of a strong stem.
 - All basal sprouts and vigorous epicormic sprouts shall be removed where feasible.
- Crown reduction is used to reduce the height and/or spread of trees and is used for maintaining the structural integrity and natural form of a tree.
 - Crown reduction pruning shall be used only when absolutely necessary. Pruning cuts shall be at a lateral branch that is at least one third the diameter of the stem to be removed wherever possible.
 - When it is necessary to remove more than half of the foliage from a branch it may be necessary remove the entire branch.

Mitigation Measure Monitoring Action No. 5a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall include a note on the construction plans encompassing the language contained within Mitigation Measure No. 5 to RMA-Planning for review and approval.

Mitigation Measure Monitoring Action No. 5b: Prior to final of construction permits for grading and/or building, the owner, applicant, or project arborist shall submit a final report to RMA-Planning demonstrating that implementation of the tree protection measures was successful.

Mitigation Measure No. 6: *Permanent Conservation Easement.* In order to ensure implementation of LUP Policy 13, areas outside of the approved development envelope shall be placed into a permanent conservation easement and conveyed from the property owner to the County of Monterey or the Del Monte Forest Conservancy.

Mitigation Measure Monitoring Action No. 6. Prior to final of construction permits for grading or building, the owner/applicant shall develop, in consultation with the project biologist and arborist, a Permanent Open Space and Conservation easement for areas outside of the development envelope. The owner/applicant shall submit a final draft of the easement to RMA-Planning and the Coastal Commission for review and approval. Once the language has been approved by the respective agencies, the easement shall be conveyed to the County of Monterey or the Del Monte Forest Conservancy and accepted by the Board of Supervisors.

Long-Term Impacts

According to the Tree Resource Assessment and Forest Management Plan (Source 11), no significant long-term effects to the forest ecosystem are anticipated because the subject site is already a developed residential site.

Wildlife

The proposed development is located adjacent to established trees that have the potential to provide nesting habitat for migratory birds. The European Starling is the only native vertebrate species native to the site or neighborhood of the 27 observed and noted in the Biological Report (Source 12). In accordance with the Migratory Bird Treaty Act, the project has been conditioned (Condition No. 7) requiring the owner/applicant to obtain a nesting bird survey, conducted by a certified biology, prior to initiation of tree removal and/or construction activities. Compliance with this condition would ensure impacts to migratory birds are less than significant. Active nesting by Pygmy Nuthatches was determined during the biologist's onsite search and observations (Source 12). None of the animal taxa detected onsite or nearby is listed by either the federal or state governments as Threatened or Endangered (Source 12). In addition, eighteen (18) plant species were observed on the entire subject property, seven (7) of which are native plants; however, among the seven (7) native plants listed, none are listed as threatened or endangered by either the State of California or the federal government (Source 12). The Biotic Report (Source 12) notes that the subject property provides wildlife movement and connectivity for Blacktail Deer, Coyotes, and Striped Skunk, and very likely other mammals. The existing site

conditions are such that the adjoining park lot (owned by Pebble Beach Company) is a brushy habitat; a break in the property fence that opens with the park lot provides passage to ground-born mammals, including deer. To facilitate natural movement of wildlife, the biologist recommends the following:

Mitigation Measure No. 7: *Deer Movement.* Recognizing the importance of maintaining effective wildlife movement corridors in urban and developing landscapes, the owner/applicant shall coordinate with the project biologist to design perimeter fencing facilitating unabated movement by wildlife.

Mitigation Measure Monitoring Action No. 7. Prior to issuance of construction permits for grading and/or building, the owner/applicant shall coordinate with the project biologist to incorporate smart fence and design elements on the project site that will facilitate unabated movement by wildlife – and particularly deer- across the property, or a portion of the property, from 17-Mile Drive and the adjoining (north-side) park lot. Whether this entails permanently removing downed fencing or a newly designed fence, the owner/applicant shall submit a site plan and photographs identifying and illustrating point(s) of passage according to the existing patterns of movement observed by the project biologist.

Local snakes are highly susceptible to entrapment, injury and death when caught in the plastic, nylon and vinyl mesh-netting that is commonly used to bind erosion control materials (Source 12). The problem is greatly lessened or eliminated when materials that incorporate netting are made exclusively with natural fibers, such as jute, to bind the rolls and blankets. To minimize impacts to native reptiles, the biologist makes the following recommendation:

Mitigation Measure No. 8: *Protection of Reptiles, wildlife-friendly netting designs and practices.* To minimize wildlife entanglement and plastic debris pollution, choose temporary erosion and sediment control products that either do not contain netting, or that contain netting manufactured from 100% biodegradable non-plastic materials such as jute, sisal, or coir fiber. Local snakes are highly susceptible to entrapment, injury and death when caught in the plastic, nylon and vinyl mesh-netting that is commonly used to bind erosion control materials. In particular, the net-wrapping that typically is used to encase ‘coconut rolls’ and ‘fiber blankets’ are dangerous and universally lethal to snakes that become entangled when attempting to move through the netting. There are many temporary erosion and sediment control products available that do not contain plastic netting.

Mitigation Measure Monitoring Action No. 8a. All erosion and sediment control measures employed by project contractors shall specifically utilize materials that employ natural fiber mesh and netting, exclusively. The owner/applicant shall submit photographs illustrating point(s) of passage according to the existing patterns of movement identified by the project biologist.

Mitigation Measure Monitoring Action No. 8b. When no longer required, temporary erosion and sediment control products should be promptly removed.

5. CULTURAL RESOURCES		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:					
a)	Cause a substantial adverse change in the significance of a historical resource as defined in 15064.5? (Source 1, 10, 17)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5? (Source 1, 3, 4, 7, 9, 15)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (Source 1, 3, 4, 7, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Disturb any human remains, including those interred outside of formal cemeteries? (Source 1, 3, 4, 7, 9, 15)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

Monterey County Geographic Information System indicates that the subject property is located within a high archaeological sensitivity zone. Pursuant to Section 20.147.080.A.1 and B.2 of the CIP, submittal of an archaeological report is required (Source 3, 4). A Phase I Historical Assessment was required because the subject property is over fifty (50) years old. A subsequent Historical Assessment (Phase II) was prepared because the subject property was found to retain enough character-defining features to communicate the Spanish Revival Style.

5 (a), (b), and (d). Conclusion: Less Than Significant Impact

A Phase II Historic Assessment Report was prepared for this project by Seth Bergstein (PAST Consultants, LIB170209). The report indicates that the main house on the property was constructed in 1924, shortly after Samuel Morse’s Del Monte Properties Company was formed in 1919. During this period (1919-1945), Pebble Beach received its most significant architectural contributions, largely due to the budgets of its wealthy residents and strict design controls by Morse that stressed the Mediterranean – or Spanish-revival style (Source 10). Although original drawings were not located at the Pebble Beach Company Architectural Review Office archives and not being able to definitively identify the subject residence’s architect, the design details of the building were found to be clear reflections of the Spanish Revival design controls of this period.

The 2013 Pebble Beach Historic Context Statement notes that character-defining features associated with Mediterranean/Spanish Colonial Revival/Spanish Eclectic residential architecture during this period include the following:

- Rectangular, L-shaped or U-shaped massing
- Asymmetrical façades

- Side gable roofs (with overhanging eaves) and front-facing gable roofs (often with no eaves)
- Clay tile roofing; also clay tiles used as decorative accents
- Stucco cladding, either smooth or textured; also, stone cladding
- Stucco wing walls, site walls, arcades and courtyard/patio enclosures
- Arched openings
- Metal balconettes beneath windows and/or ornamental metal work
- Overhanging balconies and/or porches with wood posts and railings
- Decorative tile work
- Double-hung casement and fixed wood-sash windows

The subject residence is not eligible for the National or California Registers because of the modifications made to the building, including replacement of the original stucco finishes and insertions of newer decorative tiles to the building; and the two additions. However, the subject residence is eligible under local, Monterey County Historic Register Criterion B1, because it communicates the Spanish Revival Style as specified by the Del Monte Properties Company in the 1920's; and Criterion B3 because of its retention of enough character-defining features to communicate the Spanish Revival Style (Source 10). The applicable theme for the subject property is the "Samuel Morse and the Del Monte Properties Company (1919-1945).

The remaining character-defining features are listed by the historian as:

- Monterey Colonial-style front veranda on squared columns, with square-post balustrade and brick paving on west elevation;
- Multi-pane casement windows and shutters on west elevation;
- Spanish Revival-style chimney and details on north elevation; and
- Clay barrel-tile roofs

Generally, a project that follows the Secretary of the Interior's Standards (SOI) for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings or the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, shall be considered as mitigated to a level less than significant on the historical resource. The report concluded that the proposed project will adhere to the SOI's Standards for the Treatment of Historic Properties. Therefore, the impacts to an historical resource are less than significant.

A Phase I Archaeological Reconnaissance Report was prepared by Gary Breschini, Ph.D. from Archeological Consulting (Source 9, LIB170212) on November 29, 2016. The subject site is not within 750-feet of a known archaeological resource and the nearest recorded site is located at some distance southwest along the coast. Studies conducted in the immediate vicinity of the project parcel have all produced negative results (Source 7, 9). For the most part, none of the materials frequently associated with prehistoric cultural resources in this area (dark midden soil, fragments of weathered marine shell, flaked or ground stone, bones or bone fragments, fire-affected rock, bedrock mortars, etc.) were observed on the parcel during the field reconnaissance (Source 9). The one exception was a very light scattering of marine shells in the southernmost corner of the parcel. These shells were consistent with local prehistoric sites, but the area lacked any traces of site development. The project archaeologist concluded that the shell fragments

were most likely imported as part of gardening or landscaping at some time in the distant past as was customarily done in the early days of Pebble Beach. Because the archaeologist concluded this to be a negative site for cultural resources, and the subject site is not within 750-feet of a known cultural resource and archaeological reports produced in the vicinity of the subject parcel were negative, RMA-Planning will apply a standard condition of approval which states:

If, during the course of construction, cultural, archaeological, historical or paleontological resources are uncovered at the site (surface or subsurface resources) work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist can evaluate it. Monterey County RMA - Planning and a qualified archaeologist (i.e., an archaeologist registered with the Register of Professional Archaeologists) shall be immediately contacted by the responsible individual present on-site. When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for recovery.

Incorporating this condition of approval and requiring notation on the plans to this effect is a standard practice of Monterey County RMA-Planning Department for negative archaeological reports and will reduce the potential for impacts to a less than significant level.

5 (c). Conclusion: No Impact.

The Preliminary Archaeological Reconnaissance did not reveal the likelihood of Paleontological resources to be located on the subject property. Therefore, the project will have no impact.

6. GEOLOGY AND SOILS			Less Than Significant	
Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Source 1, 2, 3, 4, 7, 14) Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking? (Source: 1, 2, 3, 4, 7, 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction? (Source 1, 3, 4, 7, 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides? (Source 1, 3, 4, 7, 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil? (Source 1, 3, 4, 7, 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (Source 1, 3, 4, 7, 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (Source 1, 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? (Source 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion/Conclusion/Mitigation:

Monterey County Geographic Information System indicates that the seismic hazard zone on the subject property is predominantly Undetermined. A Soils Engineering Investigation (Source 14) was submitted providing analysis of surface and subsurface conditions and recommendations for site preparation and site improvements such as grading, foundation design, retaining walls, utility trenches, and stormwater drainage facility design.

The site has been described as rectangular shaped parcel with the northerly one-third of the site consisting of a moderate southwest-facing descending slope. Based on the engineer's visual observations, the site soils are classified as silty SAND and clayey SAND, and are considered to be non-plastic; profile type is Very Stiff/Soft Rock (Site Class C) as defined by the guidelines in the 2016 edition of the CBC (Source 14). Regarding drainage, the report's (Source 14) recommendation is for surface drainage to provide for positive drainage so that runoff is not permitted to pond adjacent to foundations, concrete slabs-on-grade, and pavements. Pervious ground surfaces should be finish graded to direct surface runoff away from site improvements at a minimum 5 percent grade for a minimum distance of 10-feet. An alternative to this included, swales with improved surfaces to divert drainage away from improvements.

6 (a)(i), (a)(iii), (a)(iv), (c), (d), and (e). Conclusion: No Impact. The soils report concludes that based on the soil type of the subject property there is a very low potential for liquefaction and lateral spreading. The gentle slopes of the project site appeared to be grossly stable and there was no evidence of slope instability mapped on the site from previous investigations. Therefore, landslides are not likely to occur. The proposed project does not include the use of septic systems or any alternative wastewater systems. Therefore, there is no a potential for inadequate soils for that purpose. Based on information contained within the Soils Engineering Report, the project will have no impact on liquefaction, lateral spreading, landslides, expansive soils, or inadequate soils for wastewater systems.

6 (a)(ii), and (b). Conclusion: Less Than Significant Impact.

Although the site's potential of surface rupture caused by nearby faults is low, the potential for strong seismic ground shaking is not. A moderate to major earthquake (magnitude between 5.0 to 7.9) would have the potential to cause severe ground shaking on the subject property. Therefore, the project geologist recommends the proposed foundation for the residence be designed for seismic shaking, including horizontal and vertical accelerations, as required by the latest edition of the California Building Code. In addition, the project geotechnical engineer has provided seismic design parameters that should be used for designing the building's foundations.

The geologic report indicates that the subject property is suitable from a geologic and soil engineering standpoint for the proposed residential additions provided that the recommendations contained in the report are implemented in the design and construction (Source 14). It is recommended a drainage and erosion control plan be reviewed by a registered civil engineer for the long-term sustainability and stability of the project.

The proposed project has been reviewed by RMA-Environmental Services (RMA-ES) to determine if it is consistent with County grading (Monterey County Code Section 16.08) and erosion control (Monterey County Code Section 16.12) ordinances. No issues were identified and conditions of approval have been incorporated to ensure project implementation would meet these requirements. Compliance with conditions requires the owner/applicant to submit a final geotechnical report, grading plan, and erosion control plan, for review and approval, prior to issuance of construction permits as well as cause RMA-ES to conduct a pre-inspection prior to commencement of land disturbance to ensure sediment controls are in place. Prior to finaling of construction permits, the applicant shall submit a geotechnical certification demonstrating that

all development has been constructed in accordance with the recommendations of the geotechnical report.

7. GREENHOUSE GAS EMISSIONS		Less Than Significant		Less Than Significant	
Would the project:	Potentially Significant Impact	With Mitigation Incorporated	Less Than Significant Impact	No Impact	
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (Source 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (Source 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Discussion/Conclusion/Mitigation:

According to the United States Environmental Protection Agency (EPA), greenhouse gases (GHG) are gases that trap heat in the atmosphere. U.S. GHG emissions in 2014 consisted of 81% Carbon Dioxide (CO₂), 11% Methane (CH₄), 6% Nitrous Oxide (N₂O), and 3% of fluorinated gases (hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, and nitrogen trifluoride). The larger amount of GHG emissions lead to higher concentrations in the atmosphere and each of these gases can remain in the atmosphere for different amounts of time (from a few years to thousands of years). Over time, these gases are mixed resulting in a global effect despite their point of emission. Based on information obtained from the EPA, an increase in GHG emissions are related to warming of the earth, a process commonly known as the “greenhouse effect” or “global warming.” This process is expected to have an effect in weather patterns, ocean circulation, mean sea level rise, water supply, and an increase in infectious diseases.

The baseline GHG emission for the subject property is next to zero and temporary construction activities, as well as operational components of the project would introduce new points of emissions. Pursuant to Section 15064.4 of the CEQA Guidelines, Monterey County, as the lead agency, must analyze GHG emissions of the proposed project and reach a conclusion regarding significance of said emissions. Although the State of California has provided guidance to lead agencies, it has yet to develop specific GHG Thresholds of Significance for analysis of projects during environmental review. Furthermore, the Monterey Bay Unified Air Quality Management District (MBUAQMD) has not adopted GHG thresholds to determine significance. The 1982 General Plan does not contain policies that address GHGs. However, it does include policies that relate to climate change such as water conservation; protection of vegetation; building designs incorporating solar orientation, weather proofing, and limiting reliance on artificial heating, cooling, and lighting; and locating development where adequate road systems exist. In addition to these policies, Chapter 18.11 – Green Building Standards, of the Monterey County Code was adopted to improve public health, safety, and welfare by encouraging responsible use of resources in the design and construction of buildings by using building concepts that would reduce negative impacts, or resulting in a positive environmental impact, by encouraging sustainable construction practices.

Temporary construction activities of the proposed project would be the main contributor to GHG emissions. Unfortunately, quantifying project emissions at this time would be too speculative. Therefore, in lieu of State guidance or locally adopted thresholds, a primarily qualitative approach was used to evaluate possible impacts from the proposed project.

7 (a) (b). Conclusion: Less than Significant.

Construction activities involving heavy equipment and vehicle use would be temporary; therefore, GHG emissions would be limited to a short period of time. Operational elements of the project would not increase baseline amount of GHGs emitted prior to implementation of the project. In other words, the rezone of the property and establishing a residential use on the site would not permanently generate a significant amount of vehicle trips over what is existing or cause an increase in the emission of carbon dioxide (CO₂) by fuel combustion. Therefore, the project would have a less than significant impact as it relates to GHGs.

8. HAZARDS AND HAZARDOUS MATERIALS	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (Source 1, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (Source 1, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (Source: 1, 7, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (Source: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? (Source: 1, 8, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (Source: 1, 8, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. HAZARDS AND HAZARDOUS MATERIALS		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:					
g)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (Source: 1,2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h)	Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (Source: 1, 8, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion/Conclusion/Mitigation:

The proposed project is to make improvements to an existing residential structure within a Low Density Residential zoning district and the project does not involve the use or creation of hazardous materials. However, the Monterey County Geographic Information System (GIS) indicates that the subject property is located within a State Responsibility Area with a high fire hazard.

8 (a), (b), (c), (d), (e), (f), (g), and (h). Conclusion: No Impact.

The project does not involve the transportation, use, or disposal of hazardous materials that would constitute a threat of explosion or other significant release that would pose a threat to neighboring properties, the public, any nearby schools, or the environment. The subject property is not found on the Cortese List or California Superfund. The proposed residential use does not include storage of large quantities of hazardous materials on the site, involve stationary operations, create hazardous emissions, or handle hazardous materials. Location of the project site would have no impact on emergency response or emergency evacuation.

9. HYDROLOGY AND WATER QUALITY		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:					
a)	Violate any water quality standards or waste discharge requirements? (Source: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? (Source: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

9. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? (Source: 1, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site? (Source: 1, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? (Source: 1, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Otherwise substantially degrade water quality? (Source: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (Source: 1, 8, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows? (Source: 1, 8, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? (Source: 1, 8, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow? (Source: 1, 2, 15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion/Conclusion/Mitigation:

The subject property contains an existing single family dwelling which is currently served by the California American Water Company for water service and the Pebble Beach Community Services District for sewer service. There has been no indication that the proposed remodel and addition will create a significant impact to the existing services. The applicant was required to submit a Monterey Peninsula Water Management District Residential Water Release Form and Water Permit Application which was reviewed and approved by the Water Resources Agency. No wells are proposed as part of the project and therefore will have no impact on depleting groundwater. The Monterey County Geographic Information Systems (GIS) and review by the

Monterey County Water Resources Agency indicate that the subject property is not located within a 100-year floodplain. Therefore, the project will not place housing within a 100-year hazard area, impede or redirect flood flows. The property is not located in an area where flooding would result in the failure of a dam or levee. The Geological Report, dated January 2017 by Landset Engineers, Inc (Monterey County Library File No. LIB170208) concludes that the subject property is not located within a mapped tsunami inundation area and is also located outside of an extreme tsunami run-up area. Given that the building area is approximately 85 feet above mean sea level; therefore, the potential for a tsunami to impact the site is low. (Source: 1, 3, 7, 8, 14)

9 (a), (b), (c), (d), (e), (f), (g), (h), (i), and (j). Conclusion: No Impact.

10. LAND USE AND PLANNING	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Physically divide an established community? (Source 1, 2, 3, 4, 5, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (Source 1, 2, 3, 4, 5, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan? (Source 1, 2, 3, 4, 5, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion/Conclusion/Mitigation:

The proposed project is consistent with the Policies set forth within the 1982 Monterey County General Plan, the Del Monte Forest Land Use Plan, the Del Monte Forest Coastal Implementation Plan, and the Monterey County Zoning Ordinance (Title 20). Zoning on the property is Low Density Residential, 2.5-acres per unit, Design Control District, Coastal Zone or LDR/2.5-D (CZ). The proposed project meets all setback, height, lot coverage, and floor area ration requirements and is consistent with the land use designation. The proposed design of the structures meets the standards of a Design Control District and was also approved by the Pebble Beach Architectural Review Board, the Del Monte Forest Land Use Advisory Committee, and the Historic Resources Review Board. Therefore, the proposed project will have no impact on land use planning. (Source 1, 2, 3, 4, 5, 8)

10 (a), and (c). Conclusion: No Impact.

10(b). Conclusion: Less Than Significant Impact.

Because of the location of the subject property and the resources that exist on the site, implementation of the project would have the potential to result in environmental impacts to protected resources (such as visual, biological, cultural, and potential hazards) identified in the DMF LUP, resulting in a potential conflict with resource protection policies contained in Chapter 2 – Resource Management Element of the DMF LUP and their corresponding implementing regulations contained within the Monterey County Coastal Implementation Plan, Part 5 (CIP). Therefore, this section provides a discussion on how the identified impacts were reviewed in light applicable DMF LUP policies adopted for the purposes of avoiding or mitigating an environmental effect.

Visual Resources

It is the goal of the 1982 General Plan to retain the character and natural beauty of Monterey County by the preservation, conservation, and maintenance of open space within constitutional constraints. The objective of DMF LUP Policy Nos. 47-56 and their corresponding implementing regulations, is to protect the area's unique scenic and visual resources, avoid incompatible development, and encourage man-made improvements that complement the Forest's natural scenic assets and enhance the public's enjoyment of them. As discussed in Section VI.1-Aesthetics of this Initial Study, analysis of the project was performed to determine if implementation would result in a significant adverse impact on public views, inconsistent with the policies above. It was identified that the project would result in new structural improvements that would have limited impacts on the public viewshed from 17-Mile Drive. However, due to the project's siting and design and incorporation of conditions of approval for which the DMF LUP scenic and visual resource policies and implementation regulations provide a nexus to apply, implementation of the project would result in a less than significant impact to visual resources and would not result in a conflict with policies/regulations adopted for avoiding or mitigating an environmental effect.

Biological Resources

It is the goal of the 1982 General Plan to conserve natural habitats for native plant and animal species and to promote preservation of rare and endangered plant and animal species. The objective of DMF LUP Policy Nos. 8-29 and their corresponding implementing regulations, is to protect, maintain, enhance, and restore the unique, limited, and fragile environmentally sensitive habitat areas (ESHA) of Del Monte Forest. As discussed in Section VI.4-Biological Resources of this Initial Study, analysis of the project's potential to result in significant environmental impacts to protected biological resources (Monterey cypress forest and wildlife) existing on the subject property. In addition, an analysis was performed to determine if those potential impacts would conflict with DMF LUP policies/regulations adopted for avoiding or mitigating an environmental effect.

Policy No. 8 of the DMF LUP states that ESHA shall be protected against any significant disruption of habitat values and that new land uses in ESHA shall be limited to those that are dependent on the resource therein. Development adjacent to ESHA shall be compatible with long-term maintenance of the habitat area and shall be sited and designed to prevent impacts that would significantly degrade the ESHA. The DMF LUP also includes protection policies for specific types of ESHA, such as Monterey cypress forest (Policy 20). The proposed project, as sited and designed, avoids development within wetland and coastal bluff habitat areas. However,

Monterey cypress forest habitat is the dominant feature of the site, the western portion contains an almost continuous forest canopy. Therefore, development within ESHA cannot be avoided. However, as explained below, this does not constitute a conflict with policies/regulations adopted for the purpose of avoiding or mitigating effects to Monterey cypress habitat, provided circumstances of the particular case, siting, and design meet certain parameters.

Prior to circulation of this Initial Study, the Monterey County Board of Supervisors approved an amendment to Policy 20 and its implementing regulations² for which the California Coastal Commission subsequently certified. The most notable change to the amended policy is defining the “critical habitat area” of a site (at a minimum, a 10-foot buffer applied to the outermost drip lines of trees) where development is to be avoided for the protection against potential damage or degradation of cypress habitat, including the microhabitat of individual trees. In addition, specific development standards for developed versus undeveloped parcels have been added to the CIP for the purpose of ensuring redevelopment of improved parcels include restoration for enhancement of the habitat and development of vacant parcels that 1) do not degrade the habitat and 2) include measures for restoration. The majority of the Monterey cypress habitat area shown in Figure 2a of the DMF LUP, is residentially zoned and approximately 6% of those residential parcels are undeveloped. Therefore, not only does Section 20.147.040.2.c.1 of the CIP acknowledge the potential infeasibility for improvements on undeveloped lots to be sited in the non-cypress habitat portion of the site, it provides standards to ensure development result in the least amount of impact to the habitat. For instance, the amended standards continue to prohibit development outside of existing hardscape areas (except for cypress habitat enhancement/restoration) on undeveloped parcels located on the western side of 17-Mile Drive. However, additional requirements and standards has been added to ensure projects that fall under the prohibited circumstances above, have a clear framework to establish that the proposal is the least environmentally damaging alternative project through the reduction of environmental impacts to the greatest extent possible and that the development is located on the least environmentally sensitive portion of the parcel. In other words, if the proposed development cannot feasibly be sited in the non-cypress habitat portion of the site, and if the proposed use is not resource dependent nor limited to only enhancement/restoration, it could meet the required findings set forth in Section 20.02.060.B of the CIP by meeting the established requirements for the protection and enhancement of cypress habitat values as specified in Sections 20.147.040.D.2.c.1 and 20.147.040.D.2.c.2.d, e, and f.

In the circumstance of the Bailey project, development would result in an impact to Monterey cypress habitat but as explained in Section VI.4-Biological Resources, that impact has been analyzed and mitigations, consistent with the standards of the CIP, have been identified to reduce the impact to a less than significant level. Therefore, the project not in conflict with DMF LUP and CIP.

² An amendment updating the Del Monte Forest’s Local Coastal Program’s standards for development within native Monterey cypress habitat (Policy 20 of the DMF LUP and Subsection 2 of Subsection D of Section 20.147.040 of Part 5) was certified by the California Coastal Commission on February 7, 2018. A more detailed discussion on the LCP amendment can be found in the preceding Section IV.4 – Biological Resources of this Initial Study.

11. MINERAL RESOURCES		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:					
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (Source 1, 2, 3)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (Source 1, 2, 3)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion/Conclusion/Mitigation:

See previous Sections II. B (Project Description) and C (Environmental Setting) and Section IV. A (Environmental Factors Potentially Affected), as well as the sources referenced.

12. NOISE		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in:					
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (Source 1, 2)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? (Source 1, 8)		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (Source 1, 8)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (Source 1, 8)		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (Source 1, 2, 3)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

12. NOISE	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in:				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (Source 1, 7, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion/Conclusion/Mitigation:

The subject property is located within an established neighborhood therefore proposed project will cause a temporary impacts to sensitive receptors caused by grading, demolition, and construction activities. However, the noise impacts will not result in a permanent significant impact.

12 (a), (c), (e), (f). Conclusion: No Impact. The proposed project will not create a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project. Therefore, the proposed project will have no impact on permanent noise levels. The project site is no located within an airport land use plan nor is it within the vicinity of a private airstrip. Therefore, the project will not expose people residing or working in the project area to excessive noise levels and thus will have no impact.

12 (b) and (d). Conclusion: Less Than Significant Impact. The proposed project includes the remodel and additions to an existing single family dwelling. The subject property is located within an established neighborhood and potential sensitive receptors include single family residences within the immediate vicinity. Therefore, the proposed project may cause a temporary increase in ambient noise levels as it will expose persons to or generation of excessive groundborne vibration or groundborne noise levels within the project vicinity due to demolition, construction and grading operations.

Development activities include the operation of graders, backhoes, and trucks, which will cause localized noise levels to temporarily increase above existing ambient levels. All development activities would be required to adhere to the County’s Noise Control Ordinance (Chapter 10.60 of the Monterey County Code). A preliminary Construction Management Plan was submitted with the project application indicating proposed hours of operation. Based on the temporary nature of the construction activities, the project will have a less than significant impact on the ambient noise levels of the neighborhood.

13. POPULATION AND HOUSING		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:					
a)	Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (Source 1, 2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (Source 1, 2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (Source 1, 2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion/Conclusion/Mitigation:

See previous Sections II. B (Project Description) and C (Environmental Setting) and Section IV. A (Environmental Factors Potentially Affected), as well as the sources referenced.

14. PUBLIC SERVICES		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in:					
Substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:					
a)	Fire protection? (Source 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Police protection? (Source 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Schools? (Source 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Parks? (Source 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	Other public facilities? (Source 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion/Conclusion/Mitigation:

See previous Sections II. B (Project Description) and C (Environmental Setting) and Section IV. A (Environmental Factors Potentially Affected), as well as the sources referenced.

15. RECREATION			Less Than Significant		
Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (Source: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (Source: 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Discussion/Conclusion/Mitigation:

See previous Sections II. B (Project Description) and C (Environmental Setting) and Section IV. A (Environmental Factors Potentially Affected), as well as the sources referenced.

16. TRANSPORTATION/TRAFFIC			Less Than Significant		
Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? (Source 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? (Source 1, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (Source 1, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (Source 1, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
e) Result in inadequate emergency access? (Source 1, 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

16. TRANSPORTATION/TRAFFIC	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? (Source 1, 2, 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion/Conclusion/Mitigation:

The proposed project includes the remodel and additions to an existing single family dwelling. The result in the project will not create a significant increase on traffic impacts to the local and regional roadway system. However, short term impacts cause by construction activities have been identified.

16 (a), (c), (d), (e), (f), (g). Conclusion: No Impact. The proposed project will not conflict with any policy establishing measures of effectiveness for the performance of the circulation system. The RMA Public Works Department has reviewed the project and no conflicts have been identified, nor have any conditions of approval been required. There will be no change air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks. The proposed project is not located in nor does not meet the height limit to affect air traffic patterns, and therefore will have no impact. The proposed project does not include hazardous traffic design features. The subject property is not located within an area where programs supporting alternative transportation is required and therefore will have no impact.

16(b). Conclusion: Less Than Significant Impact. The proposed project includes the remodel and proposed additions to an existing single family dwelling. Although the result in the project will not create a permanent impact to the existing roadways, there will be a temporary impact associated with construction activities. As part of the project application, the applicant has submitted a Construction Management Plan which includes: hours of operation, the amount of anticipated truck trips, and the proposed truck route. Therefore, the project as proposed, its temporary nature, will cause a less than significant impact to construction-related traffic patterns.

17. TRIBAL CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k); or (Source 1, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. (Source 1, 7, 9)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

Monterey County Geographic Information System indicates that the subject property is located within a high archaeological sensitivity zone and the proposed project includes earth movement and excavation to allow for a single-family dwelling addition which would have the potential to cause a substantial impact to tribal cultural resources.

17 (a.i). Conclusion: No Impact.

The existing single family dwelling on subject property is not eligible for the National or California Registers, but is eligible at the local level. However, as explained in Section VI.5 of this Initial Study, the eligibility is tied to the architectural style and design of the structure and not as a cultural value to a California Native American tribe. Therefore, the proposed development would result in no impact to a tribal historical resource.

17 (a.ii). Conclusion: Less Than Significant Impact With Mitigation Incorporated.

On November 28, 2017, formal notification to the Ohlone/Costanoan-Essalen Nation (OCEN) was sent notifying them of the proposed project. Lead agencies must now evaluate under CEQA a project’s potential impact to a “tribal cultural resource.” Pursuant to Public Resources Code Section 21080.3.1 et seq., the County shall request a consultation of the project’s potential impact on tribal cultural resources prior to the release of a negative declaration, mitigated negative declaration or environmental impact report for a project. Assembly Bill 52 (Native Americans: California Environmental Quality Act) applies only to projects that have a notice of preparation or a notice of negative declaration or mitigated negative declaration filed on or after

July 1, 2015. OCEN's first priority is that their ancestors' remains be protected, undisturbed and the site preserved; and/or all cultural and sacred items be left with their ancestors on site or where they are discovered.

In a letter dated December 12, 2017, provided to staff by Louise J. Miranda Ramirez, Chairperson of the Ohlone/Costanoan-Essalen Nation (OCEN), it states that the "Ohlone/Costanoan-Essalen Nation objects to all excavation in known cultural lands, even when they are described as previously disturbed, and of no significant archaeological value." The letter further states that it is their desire that any cultural items uncovered during land disturbance be returned by the property owner to OCEN. Due to the subject property's proximity to known sites and identification of marine shell deposits, OCEN recommends that all earth disturbance activities be monitored by a Native American Monitor of Ohlone/Costanoan-Essalen Nation, approved by the OCEN Tribal Council within their aboriginal territory. Therefore, the following mitigation measure, as recommended by OCEN, has been incorporated to reduce potential impacts to tribal cultural resources to a less than significant level.

Mitigation Measure No. 10. Protection of Cultural Resources and Sacred Places.

In order to reduce potential impacts to cultural resources and sacred places, earth disturbance activities shall be observed by a Native American Tribal Monitor for the Ohlone/Costanoan-Essalen Nation (OCEN), as approved by the OCEN Tribal Council.

Mitigation Measure Monitoring Action No. 10a: Prior to issuance of construction permits for grading or building, the owner/applicant shall submit a contract with an OCEN approved Native American Tribal Monitor to RMA-Planning for review and approval. The contract shall outline logistics for monitoring during earth disturbance activities as well as how uncovered cultural resources will be handled, in coordination with the project archaeologist.

Mitigation Measure Monitoring Action No. 10b: During earth disturbance activities, the OCEN approved Native American Tribal Monitor shall be onsite observing the work, consistent with the approved contract discussed in Mitigation Measure No. 14. Prior to final of construction permits for grading or building, the owner/applicant shall submit a letter for the Native American Tribal Monitor verifying all work was done consistent with the contract to RMA-Planning.

18. UTILITIES AND SERVICE SYSTEMS			Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:	Potentially Significant Impact				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (Source 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Source 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Source 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (Source 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (Source 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (Source 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste? (Source 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion/Conclusion/Mitigation:

See previous Sections II. B (Project Description) and C (Environmental Setting) and Section IV. A (Environmental Factors Potentially Affected), as well as the sources referenced.

VII. MANDATORY FINDINGS OF SIGNIFICANCE

NOTE: If there are significant environmental impacts which cannot be mitigated and no feasible project alternatives are available, then complete the mandatory findings of significance and attach to this initial study as an appendix. This is the first step for starting the environmental impact report (EIR) process.

Does the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? (Source 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have impacts that are individually limited, but cumulatively considerable? (Source: 1, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16) ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? (Source 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? (Source 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

The proposed project will have no impacts on Agriculture and Forest Resources, Hydrology/ Water Quality, Land Use/Planning, Mineral Resources, Population/Housing, Public Services, Recreation, or Utilities/Service Systems.

Less than significant impacts have been identified for Aesthetics, Air Quality, Geology, Greenhouse Gas Emissions, Noise, Hazards & Hazardous Materials, and Transportation/Traffic and conditions of approval will be included to assure compliance with County requirements; therefore, reducing potential impacts to a less-than-significant level.

Potential impacts to Biological Resources and Cultural Resources caused by construction of the project, have been identified and Mitigation Measures have been recommended to reduce to a less than significant level.

(a). Conclusion: Less Than Significant with Mitigations Incorporated. Based upon the analysis throughout this Initial Study, the proposed project may have the potential to degrade the quality of the environment, threaten to eliminate a plant community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California prehistory. Therefore, mitigations have been incorporated to reduce potential impacts to biological resources and cultural resources to a less than significant level.

See previous Sections II. B (Project Description) and C (Environmental Setting) and Section IV. A (Environmental Factors Potentially Affected) as well as the sources referenced.

(b). Conclusion: No Impact. The project will involve the remodel and additions to an existing residential structure within an established residential neighborhood; therefore, the project will not create a substantial adverse effect on human beings, either directly or indirectly. Implementation of the proposed project will result in temporary minor incremental reductions in air quality in the project vicinity and no changes in traffic conditions. The incremental air quality, transportation/traffic, public services and utilities impacts of the project when considered in combination with the effects of past projects, current projects and probable future projects in the planning area, will result in no impact.

(c). Conclusion: Less than Significant Impact. Construction activities for the proposed project will create temporary impacts to air quality, hazards and hazardous materials, greenhouse gas emissions, noise, and transportation. However, the project as proposed and through the incorporation of standard conditions, the project's impacts will be reduced to a less than significant level.

Note: Authority cited: Sections 21083 and 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080(c), 21080.1, 21080.3, 21082.1, 21083, 21083.05, 21083.3, 21093, 21094, 21095, and 21151, Public Resources Code; *Sundstrom v. County of Mendocino*, (1988) 202 Cal.App.3d 296; *Leonoff v. Monterey Board of Supervisors* (1990) 222 Cal.App.3d 1337; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th at 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

VIII. FISH AND GAME ENVIRONMENTAL DOCUMENT FEES

Assessment of Fee:

The State Legislature, through the enactment of Senate Bill (SB) 1535, revoked the authority of lead agencies to determine that a project subject to CEQA review had a “de minimis” (minimal) effect on fish and wildlife resources under the jurisdiction of the Department of Fish and Game. Projects that were determined to have a “de minimis” effect were exempt from payment of the filing fees.

SB 1535 has eliminated the provision for a determination of “de minimis” effect by the lead agency; consequently, all land development projects that are subject to environmental review are now subject to the filing fees, unless the Department of Fish and Game determines that the project will have no effect on fish and wildlife resources.

To be considered for determination of “no effect” on fish and wildlife resources, development applicants must submit a form requesting such determination to the Department of Fish and Game. Forms may be obtained by contacting the Department by telephone at (916) 631-0606 or through the Department’s website at www.dfg.ca.gov.

Conclusion: The project will be required to pay the fee.

Evidence: Based on the record as a whole as embodied in the Planning Department files pertaining to PLN160608 and the attached Initial Study / Proposed (Mitigated) Negative Declaration.

IX. REFERENCES

1. Project Application/Plans
2. Monterey County General Plan
3. Del Monte Forest Land Use Plan
4. Del Monte Forest Coastal Implementation Plan, Part 5
5. Title 20 of the Monterey County Code (Zoning Ordinance)
6. CEQA Air Quality Guidelines, Monterey Bay Unified Air Pollution Control District, Revised June 2008.
7. Monterey County Geographic Information Systems (GIS)
8. Site Visit conducted by the project planner on September 8, 2017
9. Preliminary Archaeological Reconnaissance, by Gary Breschini, Ph.D. (Archaeological Consulting) dated November 29, 2016 (Monterey County Library File No. LIB170212)
10. Phase II Historic Assessment Report by PAST Consultants, LLC dated April 14, 2017 (Monterey County Library File No. LIB170209)
11. Tree Resource Assessment and Forest Management Plan, by Frank Ono dated July 17, 2017 (Monterey County Library File No. LIB170359)
12. Biotic Report, prepared by Jeffrey B. Froke dated August 14, 2017 (Monterey County Library File No. LIB170360)
13. Biotic Report, prepared by Andrea Edwards (EMC) dated February 22, 2017
14. Geologic and Soil Engineering Report dated January 2017 (Monterey County Library File No. LIB170208)
15. Tribal Consultation Letter received from The Ohlone/Costanoan-Esselen Nation, dated December 12, 2017.
16. Wildlife-Friendly Plastic-Free netting in Erosion and Sediment Control Products. Revised September 2016. Metz, Vanessa. California Coastal Commission. [https://documents.coastal.ca.gov/assets/water-quality/permits/Wildlife-Friendly Netting in Erosion & Sediment Control-Factsheet r5 Sept 2016.pdf](https://documents.coastal.ca.gov/assets/water-quality/permits/Wildlife-Friendly%20Netting%20in%20Erosion%20&%20Sediment%20Control-Factsheet%20r5%20Sept%202016.pdf)
17. Pebble Beach Historic Context Statement, Page & Turnbull, Inc., 2013

Attachment G

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**Before the RMA Chief of Planning
in and for the County of Monterey, State of California**

In the matter of the application of:

LA RESACA LLC (PLN160608-AMD1)

RESOLUTION NO. 20 - 049

Resolution by the Monterey County RMA Chief of Planning:

1. Considering the previously adopted Mitigated Negative Declaration; and
2. Approving a Minor and Trivial Amendment to a previously-approved Combined Development Permit (PLN160608) to allow a reduction in the overall footprint size of the previously-approved one-story 2,717 square feet of additions to an existing single-family dwelling and a one-story 1,135 square foot attached 3-car garage. This Minor and Trivial Amendment would allow construction of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game room above the proposed garage, within the same general footprint and within the parcels existing disturbed and hardscape areas.

3257 17- Mile Drive, Pebble Beach, Del Monte Forest Land Use Plan, Coastal Zone (APN 008-461-010-000)

The La Resaca LLC application (PLN160608-AMD1) came on for an administrative hearing before the Monterey County RMA Chief of Planning on November 4, 2020. Having considered all the written and documentary evidence, the administrative record, the staff report, and other evidence presented, the RMA Chief of Planning finds and decides as follows:

FINDINGS

1. **FINDING:** **PROCESS** - The County has received and processed a minor amendment to RMA-Planning File No. PLN160608.
EVIDENCE:
 - a) An application for a Minor and Trivial Amendment was submitted to RMA-Planning on June 17, 2020.
 - b) On March 28, 2018, the Monterey County Planning Commission approved a Coastal Development Permit (RMA-Planning File No. PLN160608) consisting of a Coastal Administrative Permit and Design Approval for 2,717 square feet of single family dwelling additions with an attached garage; and Coastal Development Permit to allow development within 100 feet of ESHA (Monterey Cypress habitat).
 - c) Pursuant to Section 30603 (d) of the Coastal Act, Monterey County sent the California Coastal Commission (CCC) a Final Local Action Notice

(FLAN) notifying the CCC of the subject Coastal Development Permit approval and CCC's right to appeal.

- d) The CCC appealed Monterey County's decision to approve the project determining that the entire site was Cypress Habitat area and not only the portion outside of the proposed development, as Monterey County had determined. The CCC required the applicant to modify the proposed development by reducing the development to those areas of existing hardscape and structural footprint.
- e) The applicants agreed to scale back the development to CCC recommendations and thus have submitted a Minor and Trivial Amendment application reducing the footprint area of proposed development to existing hardscape and structural footprint areas.
- f) The proposed minor and trivial amendment would reduce the total ground footprint square footage by 1,088 square feet, from 3,852 square feet to 2,764 square feet. With a reduction in size and limited to existing hardscape and existing structural footprint along with no change in development site location on the parcel, the amendment would not result in new impacts not previously considered in the original approval. Therefore, the amendment is of a minor and trivial nature.
- g) All applicable findings, evidence, and conditions of approval from the original entitlement (RMA-Planning File No. PLN160608) have been carried forward to the amended entitlement. As approved and amended, the Minor and Trivial Amendment under RMA-Planning File No. PLN160608-AMD1 will become the operative entitlement, and all conditions of approval will be cleared under PLN160608-AMD1.
- h) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the original project and the proposed amendment found in Project File Nos. PLN160608 and PLN160608-AMD1.

2. **FINDING:** **CONSISTENCY / SITE SUITABILITY/NO VIOLATIONS** - The proposed project and/or use, as conditioned, is consistent with the previously-approved permit, as well as policies of the applicable Local Coastal Program (LCP) and other County health, safety, and welfare ordinances related to land use development. Additionally, as amended, the proposed project is consistent with the previously-approved permit pursuant to Monterey County Code (MCC) Sections 20.70.105.A and 20.76.115.A, and does not cause impacts not already assessed in the original permit action. The site is physically suitable for the use proposed, and no violations exist on the property.

EVIDENCE: a) The proposed minor amendment is consistent with the original permit action in that both involve the construction of single-family dwelling additions with an attached garage within the existing developed footprint and hardscape on the site. Pursuant to MCC Sections 20.70.105.A and 20.76.115.A, the proposed minor amendment is in keeping with the previous action of the Planning Commission (Resolution No. 18-103; RMA-Planning File No. PLN160608) and is minor and trivial in nature. All potential impacts were already assessed in the original permit action, and the amendment is in keeping with the action of the appropriate authority.

- b) On March 28, 2018, the Monterey County Planning Commission approved a Combined Development Permit (RMA-Planning File No. PLN160608) consisting of a Coastal Administrative Permit and Design Approval for 2,717 square feet of single family dwelling additions with an attached garage; and Coastal Development Permit to allow development within 100 feet of ESHA (Monterey Cypress habitat). This minor and trivial amendment would reduce the total ground footprint square footage by 1,088 square feet - from 3,852 square feet to 2,764 square feet. With a reduction in size and limited to existing hardscape and existing structural footprint along with no change in development site location on the parcel.
- c) The property is located at 3257 17-Mile Drive, Pebble Beach (Assessor's Parcel Number 008-461-010-000), Del Monte Forest Land Use Plan. The parcel is zoned Low Density Residential, 2.5 acres per unit, Design Control Overlay (Coastal Zone) [LDR/2.5-D (CZ)]. LDR zoning allows residential development as a principle use subject to the granting of a Coastal Administrative Permit. In this case, the County determined that a Minor and Trivial Amendment to the previously-approved Coastal Administrative Permit (RMA-Planning File No. PLN160608) is the applicable and appropriate entitlement to consider the reduction in size of the previously approved residence. The amendment incorporates the use of colors and materials to match existing, clay barrel-tile roof and stucco exterior wall cladding. Therefore, the proposed project is an allowed land use for this site.
- d) Environmentally Sensitive Habitat Area (ESHA)- Indigenous Monterey Cypress Habitat. On March 28, 2018, the Monterey County Planning Commission approved a Combined Development Permit (RMA-Planning File No. PLN160608) also consisting of a Coastal Development Permit to allow development within 100 feet of ESHA. The County had previously determined that a portion of the property fell within the area of the Del Monte Forest delineated as indigenous Monterey Cypress habitat, while the rest of property was outside the mapped boundaries. The County determined the proposed development as approved on March 28, 2018 (PLN160608) was outside of the Monterey Cypress habitat. However, the California Coastal Commission appealed the County's approval of the original project stating that the entire property was in Monterey Cypress habitat and the proposed project's footprint should be reduced to existing hardscape areas and existing structural footprint in order to minimize impacts to the Monterey Cypress habitat. The applicant agreed to reduce the project to existing hardscape and structural footprint areas and therefore, has submitted revised plans demonstrating this with the filing of the minor and trivial amendment. The original project carried seven (7) mitigation measures to mitigate potential impacts to ESHA to a less than significant level, two (2) of which are non-standard conditions protecting wildlife. Therefore, the proposed project, which reduces the size of the proposed additions, continues to be consistent with the mitigation measures for ESHA and these mitigations will be carried over to this minor and trivial amendment.

- e) Historic Resources. The re-design was referred to the Historic resources Review Board (HRRB) on October 1, 2020. At a duly-noticed public meeting at which all persons and interested members of the public had the opportunity to be heard, the HRRB voted 7 - 0 to recommend approval of the re-design and the Minor and Trivial Amendment to the previously-approved Combined Development Permit (HRRB Resolution No. 20-005; the HRRB resolution is attached to the November 4, 2020, staff report to the Chief of Planning as Exhibit D).
- f) No conflicts were found to exist. The County received communications from an interested member of the public during the course of project review indicating inconsistencies with the text, policies, and regulations in the applicable plans and MCC; however, the County finds that the project is consistent with the text, policies, and regulations in the applicable MCC documents.
- g) Pursuant to MCC Section 20.70.105.A and 20.76.115.A the County has determined that the proposed project qualifies as a minor amendment to the previously-approved Combined Development Permit. The amendment is minor in nature as follows:
 - The project would not create new environmental impacts;
 - The project would not increase the severity of environmental impacts identified in the original Permit;
 - The project is in keeping with the action of the appropriate authority regarding development of a single-family dwelling and accessory structures;
 - The project would have an inconsequential effect on land in relation to the approved permit; and
 - The project meets all relevant site development standards.
- h) Review of Development Standards. As proposed, the project meets all required development standards. The structure is setback over 60-feet from the front property line, 20-feet from the side and over 80-feet from the rear property line. The proposed lot coverage, approximately 9.7% is with 15% limitation and the proposed floor area, approximately 10.6% is within the 17.5% limitation. The proposed height of approximately 26-feet is within the 30-foot maximum height.
- i) The 1.24 acre lot (53,884 square feet) was created with the Amended Map of Pebble Beach in Monterey County, filed on October 13, 1911 in the office of the County Recorder of the County of Monterey; Map Book Two "Cities and Towns," pages 31, 31A and 31B. Therefore, the County recognizes the subject property as a legal lot of record.
- j) Under the original permit review, the project planner conducted a site inspection on September 8, 2017, to verify that the project on the subject parcel conforms to applicable plans and MCC, and to verify that the site is suitable for the proposed use. The proposed minor amendment does not change that determination.
- k) Monterey County RMA-Planning and RMA-Building Services records were reviewed, and the County is not aware of any violations existing on the subject property.

- l) The project was not referred to the Del Monte Forest Land Use Advisory Committee (LUAC) for review. Based on the current LUAC Guidelines, this project did not warrant referral.
- m) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the original project and the proposed amendment found in Project File Nos. PLN160608 and PLN160608-AMD1.

3. **FINDING:** **HEALTH AND SAFETY** - The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

- EVIDENCE:**
- a) The project was originally (PLN160608) reviewed by RMA-Planning, Pebble Beach CSD, RMA-Public Works, RMA-Environmental Services, and Water Resources Agency, and conditions have been recommended, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
 - b) Necessary public facilities will be provided. For potable water, the parcel will continue to be served by the Cal-AM. For wastewater and collection/treatment the property is served by Pebble Beach Community Services District. As proposed, the minor amendment will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
 - c) The application, plans, and supporting materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in RMA-Planning File No. PLN160608-AMD1.

4. **FINDING:** **CEQA (Mitigated Negative Declaration)** - The original CEQA action on the project was a Mitigated Negative Declaration, and this Minor and Trivial Amendment does not require subsequent environmental review pursuant to CEQA Guidelines Section 15162 (a) of the CEQA Guidelines. No unusual circumstances were identified to exist for the proposed project.

- EVIDENCE:**
- a) Per CEQA Guidelines Section 15162 (a), this minor amendment involves no substantial changes requiring subsequent environmental review, and there is no new information of substantial importance.
 - b) The proposed project involves a reduction in size of the previously-approved project. Based on review of the current application and plans, no new potentially significant issues were identified for the proposed minor amendment. The current proposal does not alter the analysis or conclusions reached under the original permit. The minor amendment is consistent with the Mitigated Negative Declaration.
 - c) No adverse environmental effects were identified during staff review of the development application.

5. **FINDING:** **PUBLIC NOTICE** - Consideration of the request for the minor amendment has been carried out pursuant to Monterey County Code Section 20.84.040.A of Monterey County Code Title 20 (Zoning).
- EVIDENCE:**
- a) Notice of the administrative hearing was published on October 22, 2020, in the Monterey County Weekly.
 - b) On October 21, 2020, notices were mailed to all property owners within 300 feet of the project site and to persons who requested notice.
 - c) On or about October 24, 2020, notices were posted in at least 3 different public places on and near the subject property.
6. **FINDING:** **PUBLIC ACCESS** – The proposed minor amendment is in conformance with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with Section 30200 of the Public Resources Code) and applicable Local Coastal Program, and does not interfere with any form of historic public use or trust rights.
- EVIDENCE:** This minor amendment does not raise any access impacts not already assessed in the original permit action. Figure 8 (Major Public Access & Recreational Facilities) of the Del Monte Forest Land Use Plan (DMF LUP) indicates that the subject property is not described as an area where public access is required. This proposed minor amendment does not change that determination.
7. **FINDING:** **APPEALABILITY** - The decision on this project may be appealed to the Board of Supervisors and the California Coastal Commission.
- EVIDENCE:**
- a) Section 20.86.030 of the Monterey County Zoning Ordinance (Title 20) states that the proposed project is appealable to the Board of Supervisors.
 - b) Section 20.86.080 of the Monterey County Zoning Ordinance (Title 20) states that the proposed project is subject to appeal by an applicant or an aggrieved person who has exhausted all County appeals, or by any two (2) members of the California Coastal Commission because this project is between the sea and the first public road paralleling the sea.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the RMA Chief of Planning does hereby:

1. Consider the previously adopted Mitigated Negative Declaration; and
2. Approve a Minor and Trivial Amendment to a previously-approved Combined Development Permit (PLN160608) to allow a reduction in the overall footprint size of the previously-approved one-story 2,717 square feet of additions to an existing single-family dwelling and a one-story 1,135 square foot attached 3-car garage. This Minor and Trivial Amendment would allow construction of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game room above the proposed garage, within the same general footprint and within the parcels existing disturbed and hardscape areas.

All development shall be in general conformance with the attached plans and nineteen (19) conditions of approval (including seven mitigation measures), both being attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 4th day of November, 2020.



John M. Dugan, FAICP, RMA Deputy Director
of Land Use and Community Development

COPY OF THIS DECISION MAILED TO APPLICANT ON NOV 09 2020

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS. IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE

~~NOV 19 2020~~

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS NOT APPEALABLE TO THE COASTAL COMMISSION. FOR FURTHER INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA.

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from Monterey County RMA-Planning and RMA-Building Services offices in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

Monterey County RMA Planning

Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN160608-AMD1

1. PD001 - SPECIFIC USES ONLY

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: This Minor and Trivial Amendment (Planning File No. PLN160608-AMD1) to a previously-approved Combined Development Permit (Planning File No. PLN160608) allows a reduction in the overall footprint size of the previously-approved one-story 2,717 square feet of additions to an existing single-family dwelling and a one-story 1,135 square foot attached 3-car garage. This Minor and Trivial Amendment allows construction of a one-story 1,412 square foot addition to an existing single-family dwelling and an attached 1,326 square foot two-car garage/storage/utility room with a 1,092 square foot game room above the proposed garage, within the same general footprint and within the parcels existing disturbed and hardscape areas. The property is located at 3257 17-Mile Drive, Pebble Beach (Assessor's Parcel Number 008-461-010-000), Del Monte Forest Land Use Plan, Coastal Zone. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Chief of Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an ongoing basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state: "A Minor and Trivial Amendment (Resolution Number 20-049; Planning File No. PLN160608-AMD1) to a previously-approved Combined Development Permit (Planning File No. PLN160608). was approved by the Chief of Planning for Assessor's Parcel Number 008-461-010-000 on November 4, 2020. The permit was granted subject to nineteen (19) conditions of approval which run with the land. A copy of the permit is on file with Monterey County Planning."

Proof of recordation of this notice shall be furnished to Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, certificates of compliance, or commencement of use, whichever occurs first and as applicable, the Owner/Applicant shall provide proof of recordation of this notice to Planning.

3. PD003(A) - CULTURAL RESOURCES NEGATIVE ARCHAEOLOGICAL REPORT

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: If, during the course of construction, cultural, archaeological, historical or paleontological resources are uncovered at the site (surface or subsurface resources) work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist can evaluate it. Monterey County Planning and a qualified archaeologist (i.e., an archaeologist registered with the Register of Professional Archaeologists) shall be immediately contacted by the responsible individual present on-site. When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for recovery. (Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to this condition on an on-going basis.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans. The note shall state "Stop work within 50 meters (165 feet) of uncovered resource and contact Monterey County Planning and a qualified archaeologist immediately if cultural, archaeological, historical or paleontological resources are uncovered."

When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for the discovery.

4. PD005 - FISH & GAME FEE NEG DEC/EIR

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Pursuant to the State Public Resources Code Section 753.5, State Fish and Game Code, and California Code of Regulations, the applicant shall pay a fee, to be collected by the County, within five (5) working days of project approval. This fee shall be paid before the Notice of Determination is filed. If the fee is not paid within five (5) working days, the project shall not be operative, vested or final until the filing fees are paid. (Planning)

Compliance or Monitoring Action to be Performed: Within five (5) working days of project approval, the Owner/Applicant shall submit a check, payable to the County of Monterey, to Planning.

If the fee is not paid within five (5) working days, the applicant shall submit a check, payable to the County of Monterey, to Planning prior to the recordation of the final/parcel map, the start of use, or the issuance of building permits or grading permits.

5. PD006 - CONDITION OF APPROVAL / MITIGATION MONITORING PLAN

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant shall enter into an agreement with the County to implement a Condition of Approval/Mitigation Monitoring and/or Reporting Plan (Agreement) in accordance with Section 21081.6 of the California Public Resources Code and Section 15097 of Title 14, Chapter 3 of the California Code of Regulations. Compliance with the fee schedule adopted by the Board of Supervisors for mitigation monitoring shall be required and payment made to the County of Monterey at the time the property owner submits the signed Agreement. The agreement shall be recorded. (Planning)

Compliance or Monitoring Action to be Performed: Within sixty (60) days after project approval or prior to the issuance of building and grading permits, whichever occurs first, the Owner/Applicant shall:

- 1) Enter into an agreement with the County to implement a Condition of Approval/Mitigation Monitoring Plan.
- 2) Fees shall be submitted at the time the property owner submits the signed Agreement.
- 3) Proof of recordation of the Agreement shall be submitted to Planning.

6. PD007- GRADING WINTER RESTRICTION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: No land clearing or grading shall occur on the subject parcel between October 15 and April 15 unless authorized by Building Services. (Planning and Building Services)

Compliance or Monitoring Action to be Performed: The Owner/Applicant, on an on-going basis, shall obtain authorization from Monterey County Building Services to conduct land clearing or grading between October 15 and April 15.

7. PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. The lighting source shall be shielded and recessed into the fixture. The applicant shall submit three (3) copies of an exterior lighting plan which shall indicate the location, type, and wattage of all light fixtures and include catalog sheets for each fixture. The lighting shall comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6. The exterior lighting plan shall be subject to approval by Planning, prior to the issuance of building permits. (Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of building permits, the Owner/Applicant shall submit an exterior lighting plan as part of the construction plan set to Planning for review and approval. Approved lighting plans shall be incorporated into final building plans.

Prior to final/occupancy, the Owner/Applicant/Contractor shall submit written and photographic evidence demonstrating that the lighting has been installed according to the approved plan.

On an on-going basis, the Owner/Applicant shall ensure that the lighting is installed and maintained in accordance with the approved plan.

8. PD032(A) - PERMIT EXPIRATION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The permit shall be granted for a time period of three (3) years, to expire on November 4, 2023, unless use of the property or actual construction has begun within this period. (Planning)

Compliance or Monitoring Action to be Performed: Prior to the expiration date stated in the condition, the Owner/Applicant shall obtain a valid grading or building permit and/or commence the authorized use to the satisfaction of Planning. Any request for extension must be received by Planning at least 30 days prior to the expiration date.

9. PD050 - RAPTOR/MIGRATORY BIRD NESTING

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Any tree removal activity that occurs during the typical bird nesting season (February 22-August 1), the County of Monterey shall require that the project applicant retain a County qualified biologist to perform a nest survey in order to determine if any active raptor or migratory bird nests occur within the project site or within 300 feet of proposed tree removal activity. During the typical nesting season, the survey shall be conducted no more than 30 days prior to ground disturbance or tree removal. If nesting birds are found on the project site, an appropriate buffer plan shall be established by the project biologist. (Planning)

Compliance or Monitoring Action to be Performed: No more than 30 days prior to ground disturbance or tree removal, the Owner/Applicant/Tree Removal Contractor shall submit to Planning a nest survey prepared by a County qualified biologist to determine if any active raptor or migratory bird nests occur within the project site or immediate vicinity.

10. MITIGATION MEASURE 1: MONITORING OF GRADING AND CONSTRUCTION ACTIVITIES

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Mitigation Measure No. 1: Monitoring of Grading and Construction Activities. In order to ensure grading and construction activities are conducted in accordance with the recommendations contained in the Bailey Tree Assessment and Forest Management Plan (Planning File LIB170359) and the Bailey Biotic Report (Planning File LIB170360), the owner/applicant shall contract with a certified arborist or qualified forester and a qualified biologist to review the construction documents (grading plan, building plan, and construction management plan) for consistency with the preliminary plans and the reports listed above, verify successful installation of tree protection measures, and the monitor grading, construction, and tree pruning activities. Language contained in the contracts shall include verification of compliance with applicable Mitigation Measure Nos. 2 through 7.

Compliance or Monitoring Action to be Performed: Mitigation Measure Monitoring Action No. 1a: Prior to the issuance of construction permits for grading or building, the owner/applicant shall submit to Planning a copy of the contract between the owner/applicant and a certified arborist or qualified forester (referred to as the project arborist). The contract shall include provisions for review of the grading, building, and construction management plans; monitoring of construction activities; and verifying that the protection measures outlined in Mitigation Measure Nos. 2 through 7 will be implemented. In addition, the contract shall include the preparation of a final report indicating that the protection measures in place were successful. The contract shall be submitted to Planning for review and approval. Should Planning find the contract incomplete or unacceptable, the contract will be returned to the owner/applicant and a revised contract shall be re-submitted for review and approval.

Mitigation Measure Monitoring Action No. 1b: Prior to the issuance of construction permits for grading or building, the owner/applicant shall submit to Planning a copy of the contract between the owner/applicant and a qualified biologist (referred to as the project biologist). The contract shall include provisions for review of the grading, building, and construction management plans; monitoring of construction activities; and verifying that the protection measures outlined in Mitigation Measure Nos. 2 through 7 will be implemented. In addition, the contract shall include the preparation of a final report indicating that the protection measures in place were successful. The contract shall be submitted to Planning for review and approval. Should Planning find the contract incomplete or unacceptable, the contract will be returned to the owner/applicant and a revised contract shall be re-submitted for review and approval.

11. MITIGATION MEASURE 2: BEST MANAGEMENT PRACTICES

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Mitigation Measure No. 2: Best Management Practices. In order to ensure construction activities include best management practices that provide overall protection measures for all trees onsite, the following shall be included as a note on the construction plans.

- Depositing fill, parking equipment, or staging construction materials near existing trees shall be prohibited. Trees shall be protected by boards, fencing or other materials to delineate protection zones.
- Pruning shall be conducted so as not to unnecessarily injure the tree. General-principals of pruning include placing cuts immediately beyond the branch collar, making clean cuts by scoring the underside of the branch first.
- Root cutting shall occur outside of the springtime. Late June and July would likely be the best. Pruning of the live crown should not occur February through May.
- Tree material greater than 3-inches in diameter remaining on site more than one month that is not cut and split into firewood shall be covered with clear plastic that is dug in securely around the pile to discourage infestation and dispersion of bark beetles.
- A mulch layer approximately 4-inches deep shall be applied to the ground under selected trees prior to, maintained during, and following construction. Only 1 to 2 -inches of mulch shall be applied within 1 to 2-feet of the trunk. Under no circumstances shall any soil or mulch be placed against the root crown (base) of trees. The best source of mulch would be from chipped material generated on site.
- If trees along near the development are visibly declining in vigor, a Professional Forester or Certified Arborist should be contacted to inspect the site to recommend a course of action.

Compliance or Monitoring Action to be Performed: Mitigation Measure Monitoring Action No. 2a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall include a note on the construction plans encompassing the language contained within Mitigation Measure No. 2 to Planning for review and approval.

Mitigation Measure Monitoring Action No. 2b: Prior to final of construction permits for grading and/or building, the owner, applicant, or project arborist shall submit a final report to Planning demonstrating that implementation of the best management practices was successful.

12. MITIGATION MEASURE 3: GENERAL TREE PROTECTION STANDARDS

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Mitigation Measure No. 3: General Tree Protection Standards. In order to ensure impacts to Monterey Cypress trees during construction are minimized, the following protection measures shall be in place during grading and construction activity shall be implemented in consultation with, and approved by the project arborist and biologist:

- Trees located adjacent to the construction area shall be protected from damage by construction equipment by the use of free standing cross braced temporary fencing and through wrapping of trunks with protective materials. Mulching (4-inch deep) shall be placed in the critical root zone areas within fenced areas.
- Fencing shall consist of chain link, snowdrift, plastic mesh, hay bales, or field fence.
- Fencing is not to be attached to the tree but free standing with 2x4 wood or metal cross bracing to be self-supporting so as not to damage trees. Fencing shall be rigidly supported and shall stand a minimum of height of four feet above grade and placed to the farthest extent possible from the trees base to protect the area within the trees drip line (typically 10 to 12-feet away from the base of a tree).
- In cases where access or space is limited for tree protection it is permissible to protect the tree within the 10 to 12-foot distance after determination and approval by a qualified forester or arborist.
- Soil compaction, parking of vehicles or heavy equipment, stockpiling of construction materials, and/or dumping of materials should not be allowed adjacent to trees on the property especially within fenced areas.
- Areas anticipated to have construction equipment near trees should have root zones mulched with cypress wood chips placed around to spread equipment load and to protect against soil compaction.
- Fenced areas and the trunk protection materials should remain in place during the entire construction period.

Compliance or Monitoring Action to be Performed: Mitigation Measure Monitoring Action No. 3a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall include a note on the construction plans encompassing the language contained within Mitigation Measure No. 3 to Planning for review and approval.

Mitigation Measure Monitoring Action No. 3b: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall submit a tree protection plan consistent with the measures outlined within Mitigation Measure No. 3 to Planning for review and approval.

Mitigation Measure Monitoring Action No. 3c: Prior to final of construction permits for grading and/or building, the owner, applicant, or project arborist shall submit a final report to Planning demonstrating that implementation of the tree protection measures was successful.

13. MITIGATION MEASURE 4: TREE PROTECTION STANDARDS DURING GRADING AND EXCAVATION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Mitigation Measure No. 4: Tree Protection Standards During Grading and Excavation. In order to ensure impacts to cypress trees during excavation, trenching, and construction of foundations are minimized, the following measures shall be implemented and approved by a qualified arborist or forester:

- All trenching, grading or any other digging or soil removal that is expected to encounter tree roots should be monitored by a qualified arborist or forester to ensure against drilling or cutting into or through major roots.
- The project architect and qualified arborist should be on site during excavation activities to direct any minor field adjustments that may be needed.
- Trenching for retaining walls or footings located adjacent to any tree should be done by hand where practical and any roots greater than 3-inches diameter should be bridged or pruned appropriately.
- Removal of the organic layer of the upper soil profile for installation of the driveway and motor court shall be done by hand. If any roots encountered are larger than 1 -inch, that shall be preserved within the aggregate base material, subject to evaluation by a certified arborist.
- Installation of utility connections shall be outside cypress driplines to the extent feasible. Trenching shall be accomplished by hand, air, or water, with all roots larger than 1-inch to be preserved to the extent that is compatible with the placement of the utility conveyances into their trenches.
- Any roots that must be cut should be cut by manually digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root pruning equipment.
- Any roots damaged during grading or excavation should be exposed to sound tissue and cut cleanly with a saw.

If at any time potentially significant roots (over 3-inches in diameter) are discovered:

- The arborist/forester will be authorized to halt excavation until appropriate mitigation measures are formulated and implemented.
- If significant roots are identified that must be removed that will destabilize or negatively affect the target trees (not anticipated with the present design), the property owner will be notified immediately and a determination for removal will be assessed and made as required by law for treatment of the area that will not risk death decline or instability of the tree consistent with the implementation of appropriate construction design approaches to minimize affects, such as hand digging, bridging or tunneling under roots, etc.

Compliance or Monitoring Action to be Performed: Mitigation Measure Monitoring Action No. 4a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall include a note on the construction plans encompassing the language contained within Mitigation Measure No. 4 to Planning for review and approval.

Mitigation Measure Monitoring Action No. 4b: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall, in accordance with Mitigation Measure No. 3, submit a tree protection plan to Planning for review and approval. This plan shall also incorporate measures outlined within Mitigation Measure No. 4.

Mitigation Measure Monitoring Action No. 4c: Prior to final of construction permits for grading and/or building, the owner, applicant, or project arborist shall submit a final report to Planning demonstrating that implementation of the tree protection measures was successful.

14. MITIGATION MEASURE 5: TREE PRUNING GUIDELINES

Responsible Department: RMA-Planning

- Condition/Mitigation Monitoring Measure:** Mitigation Measure No. 5: Tree Pruning Guidelines. Pruning of retained trees is expected for this site and shall be limited to only those areas necessary for a safe working and living environment. In order to ensure long-term health of each individual tree, the owner/applicant shall incorporate these specified guidelines during tree pruning activities.
- Pruning shall be limited to trees that have major deadwood that present significant risk or are exhibiting some structural defect or disease that must be compensated.
 - Trees should be monitored on occasion for health and vigor after pruning. Should the health and vigor of any tree decline it will be treated as appropriately recommended by a certified arborist or qualified forester.
 - Trees shall be pruned first for safety, next for health, and finally, only if necessary, for aesthetics.
 - Type of pruning is determined by the size of branches to be removed. General guidelines for branch removal are:
 - o Fine Detail pruning – Limbs under 2-inches in diameter are removed.
 - o Medium Detail Pruning – Limbs between 2 and 4-inch in diameter.
 - o Structural Enhancement – Limbs greater than 4-inches diameter.
 - o Broken and cracked limbs – Will be removed in high traffic areas of concern.
 - Crown thinning is the cleaning out of or removal of dead diseased, weakly attached, or low vigor branches from a tree crown. All trees will be assessed on how a tree will be pruned from the top down.
 - o Trimmers shall favor branches with strong, U- shaped angles of attachment and where possible remove branches with weak, V-shaped angles of attachment and/or included bark.
 - o Lateral branches shall be evenly spaced on the main stem of young trees and areas of fine pruning.
 - o Branches that rub or cross another branch may be removed where possible.
 - o Lateral branches may be no more than one-half to three-quarters of the diameter of the stem to discourage the development of codominant stems where feasible.
 - o In most cases trimmers shall not remove more than one-quarter of the living crown of a tree at one time. If it is necessary to remove more, it shall be conducted over successive years.
 - Crown raising removes the lower branches of a tree to provide clearance for buildings, vehicles, pedestrians and vistas.
 - o Live branches on at least two-thirds of a tree's total height shall be maintained wherever possible. The removal of many lower branches will hinder the development of a strong stem.
 - o All basal sprouts and vigorous epicormic sprouts shall be removed where feasible.
 - Crown reduction is used to reduce the height and/or spread of trees and is used for maintaining the structural integrity and natural form of a tree.
 - o Crown reduction pruning shall be used only when absolutely necessary. Pruning cuts shall be at a lateral branch that is at least one third the diameter of the stem to be removed wherever possible.
 - o When it is necessary to remove more than half of the foliage from a branch it may be necessary remove the entire branch.

**Compliance or
Monitoring
Action to be Performed:**

Mitigation Measure Monitoring Action No. 5a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall include a note on the construction plans encompassing the language contained within Mitigation Measure No. 5 to Planning for review and approval.

Mitigation Measure Monitoring Action No. 5b: Prior to final of construction permits for grading and/or building, the owner, applicant, or project arborist shall submit a final report to Planning demonstrating that implementation of the tree protection measures was successful.

15. MITIGATION MEASURE 6: DEER MOVEMENT/WILDLIFE MOVEMENT

Responsible Department: RMA-Planning

**Condition/Mitigation
Monitoring Measure:**

Mitigation Measure No. 6: Deer Movement. Recognizing the importance of maintaining effective wildlife movement corridors in urban and developing landscapes, the owner/applicant shall coordinate with the project biologist to design perimeter fencing facilitating unabated movement by wildlife.

**Compliance or
Monitoring
Action to be Performed:**

Mitigation Measure Monitoring Action No. 6. Prior to issuance of construction permits for grading and/or building, the owner/applicant shall coordinate with the project biologist to incorporate smart fence and design elements on the project site that will facilitate unabated movement by wildlife – and particularly deer- across the property, or a portion of the property, from 17-Mile Drive and the adjoining (north-side) park lot. Whether this entails permanently removing downed fencing or a newly designed fence, the owner/applicant shall submit a site plan and photographs identifying and illustrating point(s) of passage according to the existing patterns of movement observed by the project biologist.

16. MITIATION MEASURE 7: PROTECTION OF REPTILES, WILDLIFE-FRIENDLY NETTING DESIGN AND PRACTICES

Responsible Department: RMA-Planning

**Condition/Mitigation
Monitoring Measure:**

Mitigation Measure No. 7: Protection of Reptiles, wildlife-friendly netting designs and practices. To minimize wildlife entanglement and plastic debris pollution, choose temporary erosion and sediment control products that either do not contain netting, or that contain netting manufactured from 100% biodegradable non-plastic materials such as jute, sisal, or coir fiber. Local snakes are highly susceptible to entrapment, injury and death when caught in the plastic, nylon and vinyl mesh-netting that is commonly used to bind erosion control materials. In particular, the net-wrapping that typically is used to encase 'coconut rolls' and 'fiber blankets' are dangerous and universally lethal to snakes that become entangled when attempting to move through the netting. There are many temporary erosion and sediment control products available that do not contain plastic netting.

**Compliance or
Monitoring
Action to be Performed:**

Mitigation Measure Monitoring Action No. 7a. All erosion and sediment control measures employed by project contractors shall specifically utilize materials that employ natural fiber mesh and netting, exclusively. The owner/applicant shall submit photographs illustrating point(s) of passage according to the existing patterns of movement identified by the project biologist.

Mitigation Measure Monitoring Action No. 7b. When no longer required, temporary erosion and sediment control products should be promptly removed.

17. EROSION CONTROL PLAN

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall submit an Erosion Control Plan in conformance with the requirements of Monterey County Code Chapter 16.12. The Erosion Control Plan shall include a construction entrance, concrete washout, stockpile area(s), material storage area(s), portable sanitation facilities and waste collection area(s), as applicable. (Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to issuance of any grading or building permits, the applicant shall submit an Erosion Control Plan to Environmental Services for review and approval.

18. GEOTECHNICAL CERTIFICATION

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall provide certification from a licensed practitioner that all development has been constructed in accordance with the recommendations in the project Geologic Report and Soil Engineering Investigation. (Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to final inspection, the owner/applicant shall provide Environmental Services a letter from a licensed practitioner certifying that all development has been constructed in accordance with the recommendations in the project Geologic Report and Soil Engineering Investigation.

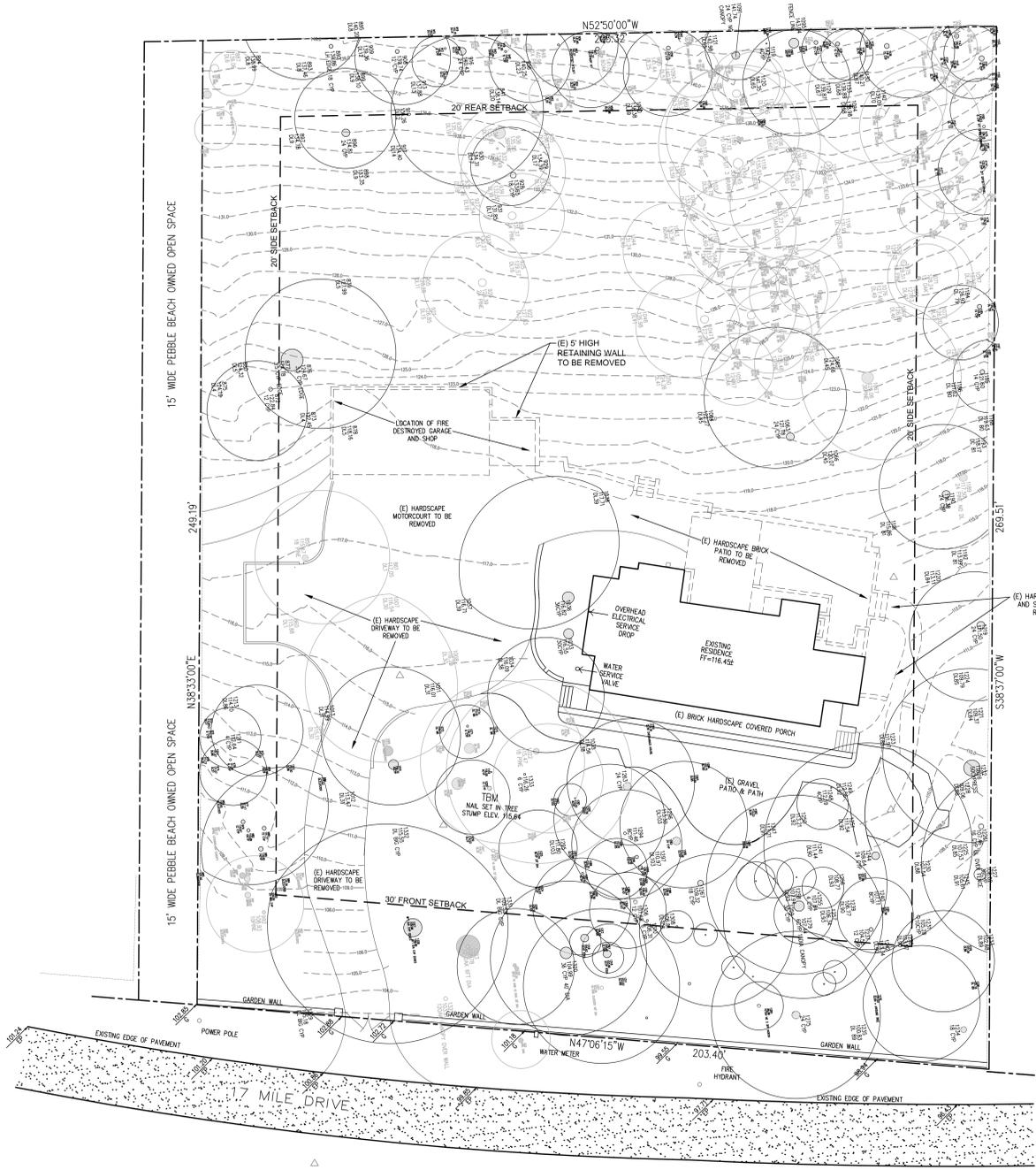
19. GRADING PLAN

Responsible Department: Environmental Services

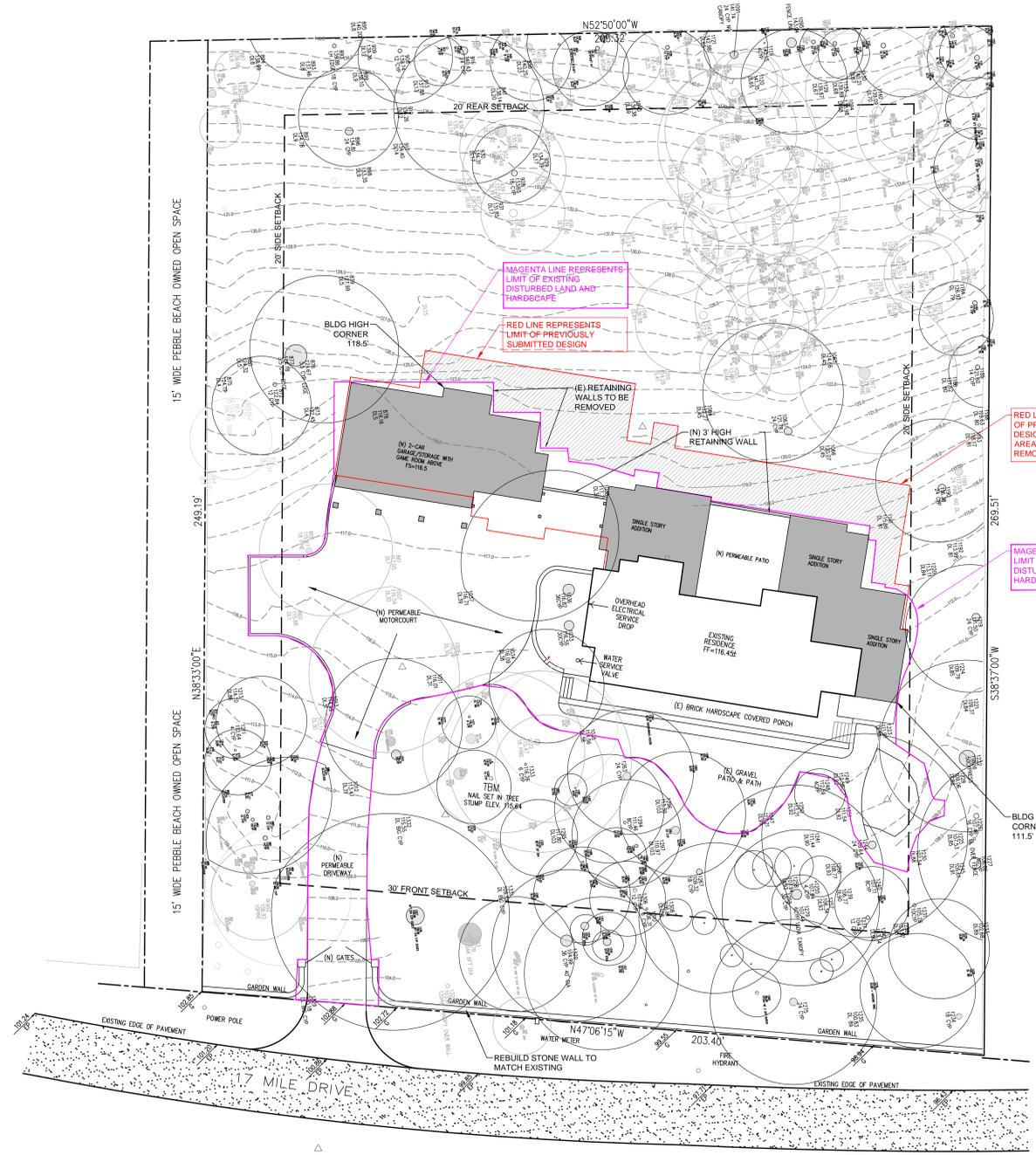
Condition/Mitigation Monitoring Measure: The applicant shall submit a Grading Plan incorporating the recommendations from the project Geologic Report and Soil Engineering Investigation prepared by Landset Engineers Inc. The Grading Plan shall include contour intervals and cross-sections that identify the existing grade, proposed grade, and the extent of any proposed excavation and/or fill. The Grading Plan shall include the geotechnical inspection schedule that identifies when the inspections will be completed, who will conduct the inspection (i.e.; PG, PE, and/or Special Inspector), a description of the required inspection, inspector name, and the completion date. The applicant shall also provide certification from the licensed practitioner that the Grading Plan incorporates their geotechnical recommendations. (Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to issuance of any grading or building permits, the applicant shall submit a Grading Plan to Environmental Services for review and approval.

Prior to issuance of any grading or building permits, the applicant shall submit certification from a licensed practitioner that they have reviewed the Grading Plan for conformance with the geotechnical recommendations.



EXISTING SITE PLAN
 SCALE: 1/16" = 1'-0"



PROPOSED SITE PLAN
 SCALE: 1/16" = 1'-0"

PROJECT NAME:
**BAILEY REMODEL
 AND ADDITION**
 3257 17 MILE DRIVE
 PEBBLE BEACH, CA.
 93953
 APN: 008-461-010-000
 JOB NUMBER: 2007

John Moore
MOORE DESIGN Inc.
 RESIDENTIAL PLANNING &
 CONSTRUCTION ADMINISTRATION
 225 CANNERY ROW, SUITE 1
 MONTEREY, CA. 93940
 831.642.9732 FAX 831.401.3292
 john@mooredesign.org

DRAWING RECORD

DESCRIPTION	ISSUED
MO. CO. PLAN PRE-APP SUBMIT	9/14/2016
PS SUBMITTAL	4/18/2017
MO. CO. PLAN SUBMITTAL	4/20/2017
MO. CO. PLAN RESUBMIT #1	8/28/2017
MO. CO. PLAN CHECK SUBMIT	5/25/2018
MO. CO. PLAN RESUBMIT #2	4/02/2020

PRINT DATE: 4/2/2020
MEMBER
A | B D
 AMERICAN INSTITUTE of
 BUILDING DESIGN

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 Drawings are not to be scaled. Written dimensions on these drawings shall have precedence over scale dimensions.

SHEET TITLE:
SITE PLANS

SHEET NUMBER:
A1.1

PROJECT NAME:

BAILEY REMODEL AND ADDITION

3257 17 MILE DRIVE
PEBBLE BEACH, CA.
93953

APN: 008-461-010-000
JOB NUMBER: 2007



MOORE DESIGN Inc.
RESIDENTIAL PLANNING &
CONSTRUCTION ADMINISTRATION

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DRAWING RECORD

DESCRIPTION	ISSUED
MO. CO. PLN. PRE-APP SUBMIT	9/14/2016
PB SUBMITTAL	4/18/2017
MO. CO. PLN. SUBMITTAL	4/20/2017
MO. CO. PLN. RESUBMIT #1	8/28/2017
MO. CO. PLAN CHECK SUBMIT	5/25/2018
MO. CO. PLN. RESUBMIT #2	4/02/2020

PRINT DATE: 4/2/2020

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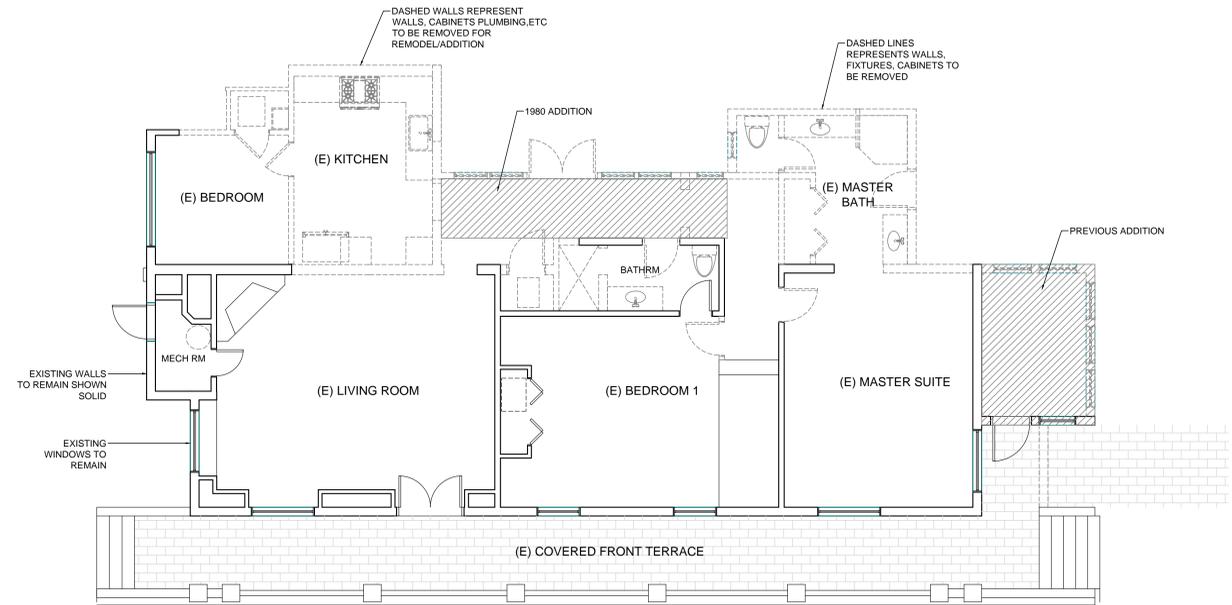
Drawings are not to be scaled. Written dimensions on these drawings shall have precedence over scale dimensions.

SHEET TITLE:

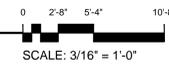
EXIST PLAN AND ELEVATIONS

SHEET NUMBER:

A2.0



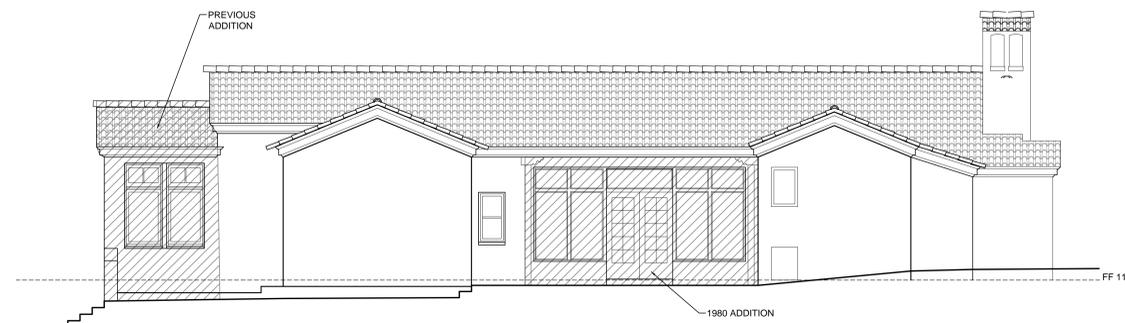
EXISTING DEMOLITION FLOOR PLAN



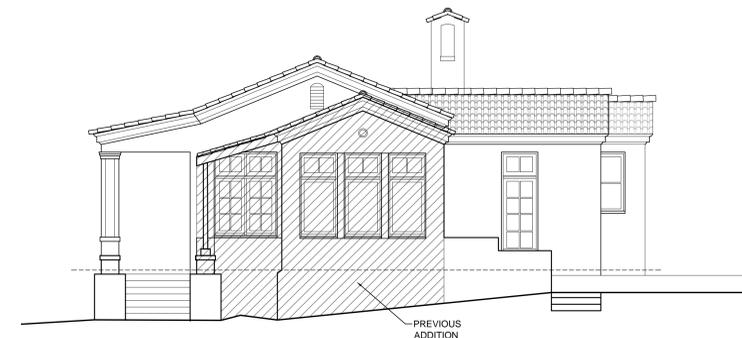
1 EXISTING WEST ELEVATION
1/8" = 1'-0"



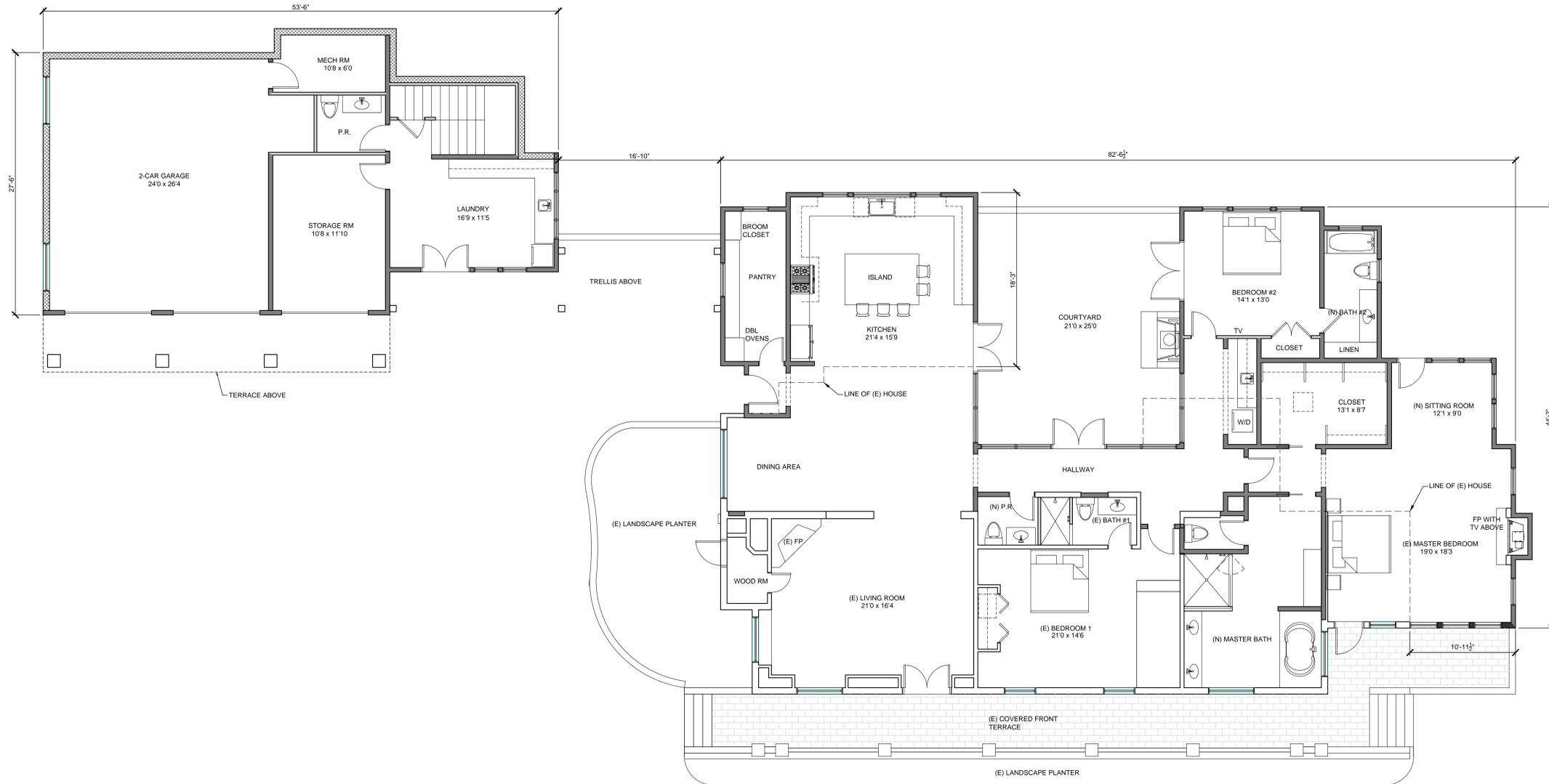
2 EXISTING NORTH ELEVATION
1/8" = 1'-0"



3 EXISTING EAST ELEVATION
1/8" = 1'-0"



4 EXISTING SOUTH ELEVATION
1/8" = 1'-0"



PROJECT NORTH

MAIN LEVEL FLOOR PLAN

SCALE: 3/16" = 1'-0"

SHEET NOTES

- Floor elevations at the required Egress Door (1 required) (CRC 011.3.1) landings or floors at the required egress door shall not be more than 1'-1 1/2" lower than the top of the threshold for outswing doors and 7'-3/4" for inswing or sliding doors. Non-egress doors (CRC 011.3.2) - landings or floors shall be not more than 7'-3/4" lower than the top of the threshold for inswing, outswing, or sliding. A landing is not required where a stairway has two or fewer risers is located on the exterior side of the door and the door does not swing over the landing or floor.
- Landing at doors (CRC 011.3) - min. depth 36" min. width shall be not less than the width of the door served, landing may have a slope not to exceed 2% (1/4" vertical in 12' horizontal).
- Terraces and patios- slope at min. 1/4" per ft. away from structure and toward drainage system - see civil drawings
- Hose bib- provide shut off valve for all hose bibs located near the garage or water main. all hose bibs shall have a non-removable back flow device per cdc 803.3.7.
- Fire separation wall (CRC 032.6)- provide 5/8 type "x" gyp. bd. over framing at walls and ceiling
- Garage Floor- Provide:
 - concrete slab & control joints per structural drawings
 - seal concrete with concrete sealer
 - slope toward garage doors for drainage (min. 2")
 - 4" curb at all walls for termite and water protection
 - protect finish slab during construction with protection board
- Boiler & holding water holding tank with recirculating pump
- Venting- provide 100 sq. in. of venting within the top 12" and bottom 12" of the door/wall for combustion air for fuel burning appliances
- Skylight- see roof plan for size and detail location
- Crawlspace access through the floor shall be a minimum of 18"x24" (CRC 408.4)
- Attic space and access (CRC 407.1) attic opening shall be min. 22" x 30" with 30" min. head clearance and is required when an attic area exceeds 30' sq and has a vertical height of 30" or greater.
- Kitchen sink with garbage disposal- owner to select make and model
- Vegetable/bar sink- owner to select make & model
- Casework- 24" base cabinet with 14" upper cabinet, owner to select finish, countertop & layout.
- Casework- island with drawers and cabinets below, owner to select finish, countertop and layout.
- Casework- full height linen cabinet with adjustable shelves
- Casework- slide out trash/recycle center
- Casework- custom pantry cabinets with adjustable shelves, owner to select finish and layout
- Deep laundry sink- owner to select make & model
- Casework- 24" base cabinet, owner to select finish, countertop and layout
- 24" dishwasher- low flow per standards- owner to select make & model
- Range top- 48" wide with drawers below, owner to select make & model
- Oven with convection microwave- 30" wide- owner to select make & model
- Refrigerator- 48" wide, provide recessed plumbing for ice maker- owner to select make & model
- Shower- provide:
 - 24" wide minimum (outswing) tempered glass door, door optional
 - shampoo recess, soap shelf & seat per owner's specifications
 - impervious surface to 72" minimum above drain inlet
 - 2"x6" wall for thermostatic valve
 - Control valves and showerheads shall be located on the sidewall of shower compartments or otherwise arranged so that the showerhead does not discharge directly at the entrance to the compartment so that the bather can adjust the valves prior to stepping into the shower spray. (CPC 408.6)
- Jacuzzi tub - owner to select make & model of tub, contractor to adjust tub deck height accordingly. For additional notes see jacuzzi notes under general building notes, provide 12" x 12" minimum access panel for jacuzzi tub, locate access door as close to tub pump as possible for inspection and maintenance.
- Toilet- 1.28 gallons per flush u.o.n. on water permit, provide 30" width clear in the toilet compartment and min. 24" clear from the front of bowl to the wall (cpc 2904)
- Provide sink(s), base cabinet, plumbing fixture, countertop, mirror and optional recessed vanity cabinet per owner's specifications
- Dry vanity- base cabinet, (with open area for stool and drawers), countertop, mirror per owner's specifications
- Washing machine- verify make and model with owner (provide plumbing connections recessed in wall)
- Clothes dryer- vent to exterior with 4" pipe, 14'-0" maximum horizontal run with (2) 90° bends maximum, minimum 3'-0" away from any opening into the building
- Fireplace- 60" masonry firebox, hearth and metalbestos flue, hearth extension shall be at least 20" in front of, and at least 12" beyond each side of, the fireplace opening, provide operable metal framed doors with tempered glass
- Fireplace- direct vent with metalbestos flue, owner to select model
- Provide a shelf and closet pole system at all wardrobe closets. owner to specify locations for double pole and/or additional shelving/drawer systems
- Electrical meter
- Gas meter

Floor Plan Notes:

- Refer to general building notes on A0.2 for additional notes.
- SEE DOOR & WINDOW SCHEDULE ON SHEET A3.1

WALL LEGEND

- DEMO WALLS
 - EXISTING WALLS
 - ===== NEW 2x4 WALLS
 - ===== NEW 2x6 WALLS
 - ===== NEW 2x8 WALLS
- EXTERIOR WALLS- 2x STUDS @ 16" OC U.O.N. CEMENT PLASTER ON EXTERIOR FACE WITH 5/8" TYPE 'X' GWB ON THE INTERIOR.
 - INTERIOR WALL- 2x STUDS @ 16" OC WITH 5/8" TYPE 'X' GWB ON BOTH SIDES.
 - SHOWER AND TUB WALLS SHALL HAVE FLOOR TO CEILING MOISTURE RESISTANT GYPSUM WALLBOARD (CRC 2512).
 - ALL DIMENSIONS ARE TO FACE OF STUD, UNLESS OTHERWISE NOTED.
 - CONTRACTOR TO SEE ARCHITECTURAL & STRUCTURAL WALL DETAILS FOR ADDITIONAL NOTES REGARDING INSULATION, SHEAR, SOUND, ETC.
 - SEE BUILDING SECTIONS SHEET FOR INSULATION SCHEDULE.
 - PROVIDE BLOCKING AND/OR BACKING AT ALL TOWEL BAR LOCATIONS.

PROJECT NAME:
BAILEY REMODEL AND ADDITION
 3257 17 MILE DRIVE
 PEBBLE BEACH, CA.
 93953
 APN: 008-461-010-000
 JOB NUMBER: 2007

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 225 CANNERY ROW, SUITE 1
 MONTEREY CA, 93940
 831.642.9732 FAX 831.401.3292
 john@mooredesign.org

DRAWING RECORD

DESCRIPTION	ISSUED
MO. CO. PLN. PRE-APP SUBMIT	9/14/2016
PS SUBMITTAL	4/18/2017
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PRINT DATE: 4/2/2020

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SHEET TITLE:
FLOOR PLAN

SHEET NUMBER:
A2.1

SHEET NOTES

- Floor elevations at the required Egress Door (1 required) (CRC 011.3.1) landings or floors at the required egress door shall not be more than 1-1/2" lower than the top of the threshold for outswing doors and 7-3/4" for inswing or sliding doors. Non-egress doors (CRC 011.3.2) - landings or floors shall be not more than 7-3/4" lower than the top of the threshold for opening, outswing, or sliding. A landing is not required where a stairway has two or fewer risers is located on the exterior side of the door and the door does not swing over the landing or floor.
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- Hose bib- provide shut off valve for all hose bibs located near the garage or water main. all hose bibs shall have a non-removable back flow device per cdc 803.3.7.
- Fire separation wall (CRC 032.6)- provide 5/8 type "x" gyp. bd. over framing at walls and ceiling
- Garage Floor Provide:
 - concrete slab & control joints per structural drawings
 - seal concrete with concrete sealer
 - slope toward garage doors for drainage (min. 2")
 - 48" curbs at all walls for termite and water protection
 - protect finish slab during construction with protection board
- Boiler & holding water holding tank with recirculating pump
- Venting- provide 100 sq. in. of venting within the top 12" and bottom 12" of the door/wall for combustion air for fuel burning appliances
- Skylight- see roof plan for size and detail location
- Crawlspace access through the floor shall be a minimum of 18"x24" (CRC 408.4)
- Attic space and access (IRC R607.1) attic opening shall be min. 22" x 30" with 30" min. head clearance and be required when an attic area exceeds 30' sq and has a vertical height of 30" or greater.
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- Vegtable/bar sink- owner to select make & model
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- Casework- full height linen cabinet with adjustable shelves
- Casework- slide out trash/recycle center
- Casework- custom pantry cabinets with adjustable shelves, owner to select finish and layout
- Deep laundry sink- owner to select make & model
- Casework- 24" base cabinet, owner to select finish, countertop and layout
- 24" dishwasher- low-flow per standards- owner to select make & model
- Range top- 48" wide with drawers below, owner to select make & model
- Oven with convection microwave- 30" wide- owner to select make & model
- Refrigerator- 48" wide, provide recessed plumbing for ice maker- owner to select make & model
- Shower provide:
 - 24" wide minimum (outswing) tempered glass door, door optional
 - shampoo recess, soap shelf & seat per owner's specifications
 - impervious surfaces to 72" minimum above drain inlet
 - 2"x6" wall for thermostatic valve
 - Control valves and showerheads shall be located on the sidewall of shower compartments or otherwise arranged so that the showerhead does not discharge directly at the entrance to the compartment so that the bather can adjust the valves prior to stepping into the shower spray. (IPC 408.6)
- Jacuzzi tub - owner to select make & model of tub, contractor to adjust tub deck height accordingly. For additional notes see jacuzzi notes under general building notes, provide 12" x 12" minimum access panel for jacuzzi tub, locate access door as close to tub pump as possible for inspection and maintenance.
- Toilet- 1.28 gallons per flush u.o.n. on water permit, provide 30" width clear in the toilet compartment and min. 24" clear from the front of bowl to the wall (cpc 2904)
- Provide sink(s), base cabinet, plumbing fixture, countertop, mirror and optional recessed vanity cabinet per owner's specifications
- Dry vanity- base cabinet, (with open area for stool and drawers), countertop, mirror per owner's specifications
- Washing machine- verify make and model with owner (provide plumbing connections recessed in wall)
- Clothes dryer- vent to exterior with 4" pipe, 14'-0" maximum horizontal run with (2) 90° bends maximum, minimum 3'-0" away from any opening into the building
- Fireplace- 60" masonry firebox, hearth and metalbestos flue, hearth extension shall be at least 20" in front of, and at least 12" beyond each side of, the fireplace opening, provide operable metal framed doors with tempered glass
- Fireplace- direct vent with metalbestos flue, owner to select model
- Provide a shelf and closet pole system at all wardrobe closets, owner to specify locations for double pole and/or additional shelving/drawer systems
- Electrical meter
- Gas meter

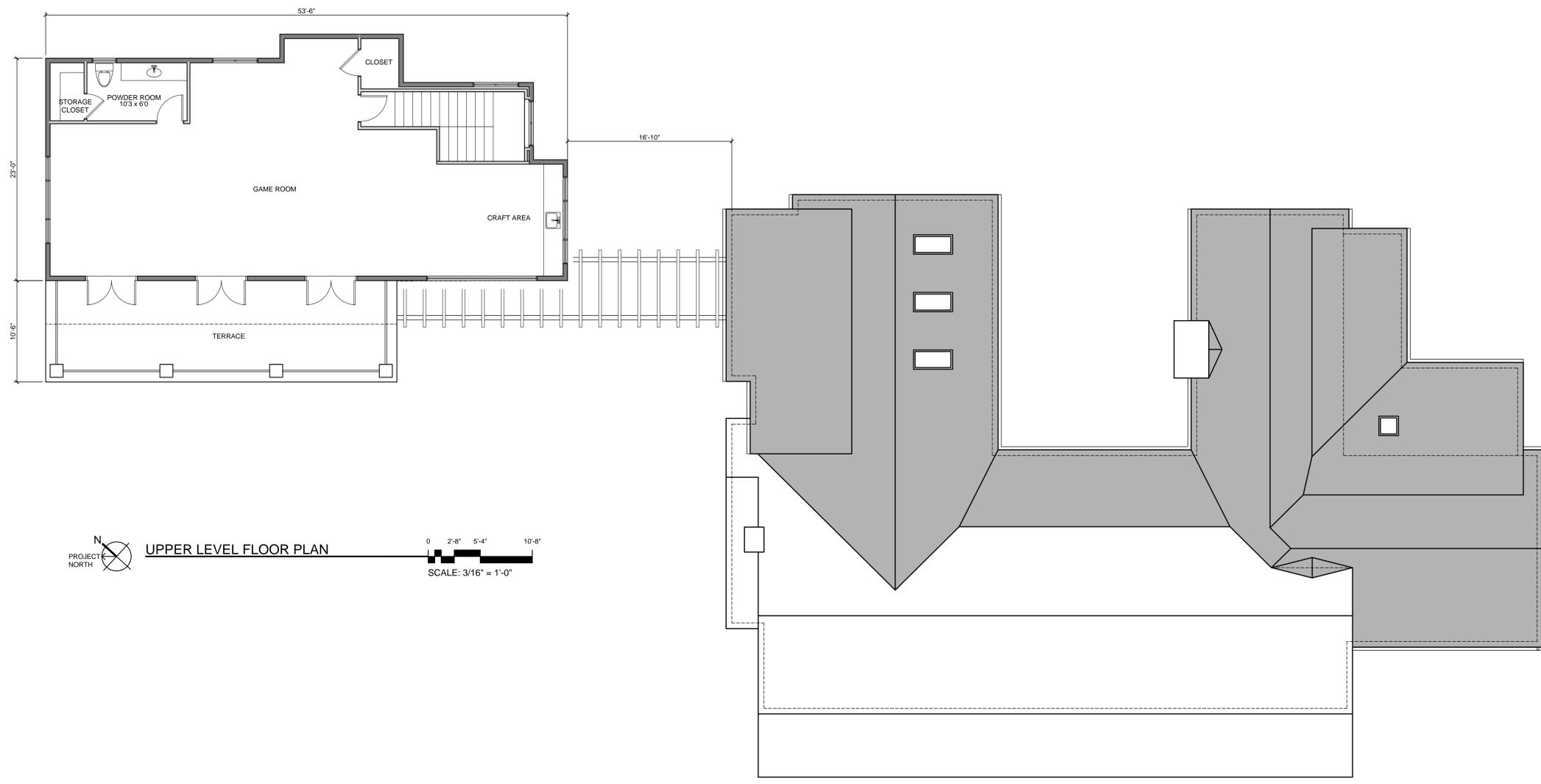
Floor Plan Notes:

- Refer to general building notes on A0.2 for additional notes.
- SEE DOOR & WINDOW SCHEDULE ON SHEET A3.1

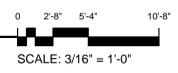
WALL LEGEND

- DEMO WALLS
- EXISTING WALLS
- NEW 2x4 WALLS
- NEW 2x6 WALLS
- NEW 2x8 WALLS

- EXTERIOR WALLS- 2x STUDS @ 16" OC U.O.N. CEMENT PLASTER ON EXTERIOR FACE WITH 5/8" TYPE 'X' GWB ON THE INTERIOR.
- INTERIOR WALL- 2x STUDS @ 16" OC WITH 5/8" TYPE 'X' GWB ON BOTH SIDES.
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UPPER LEVEL FLOOR PLAN



PROJECT NAME:
BAILEY REMODEL AND ADDITION
 3257 17 MILE DRIVE
 PEBBLE BEACH, CA.
 93953
 APN: 008-461-010-000
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 john@mooredesign.org

DRAWING RECORD

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PS SUBMITTAL	4/18/2017
MO. CO. PLN. SUBMITTAL	4/20/2017
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MO. CO. PLN. RESUBMIT #2	4/02/2020

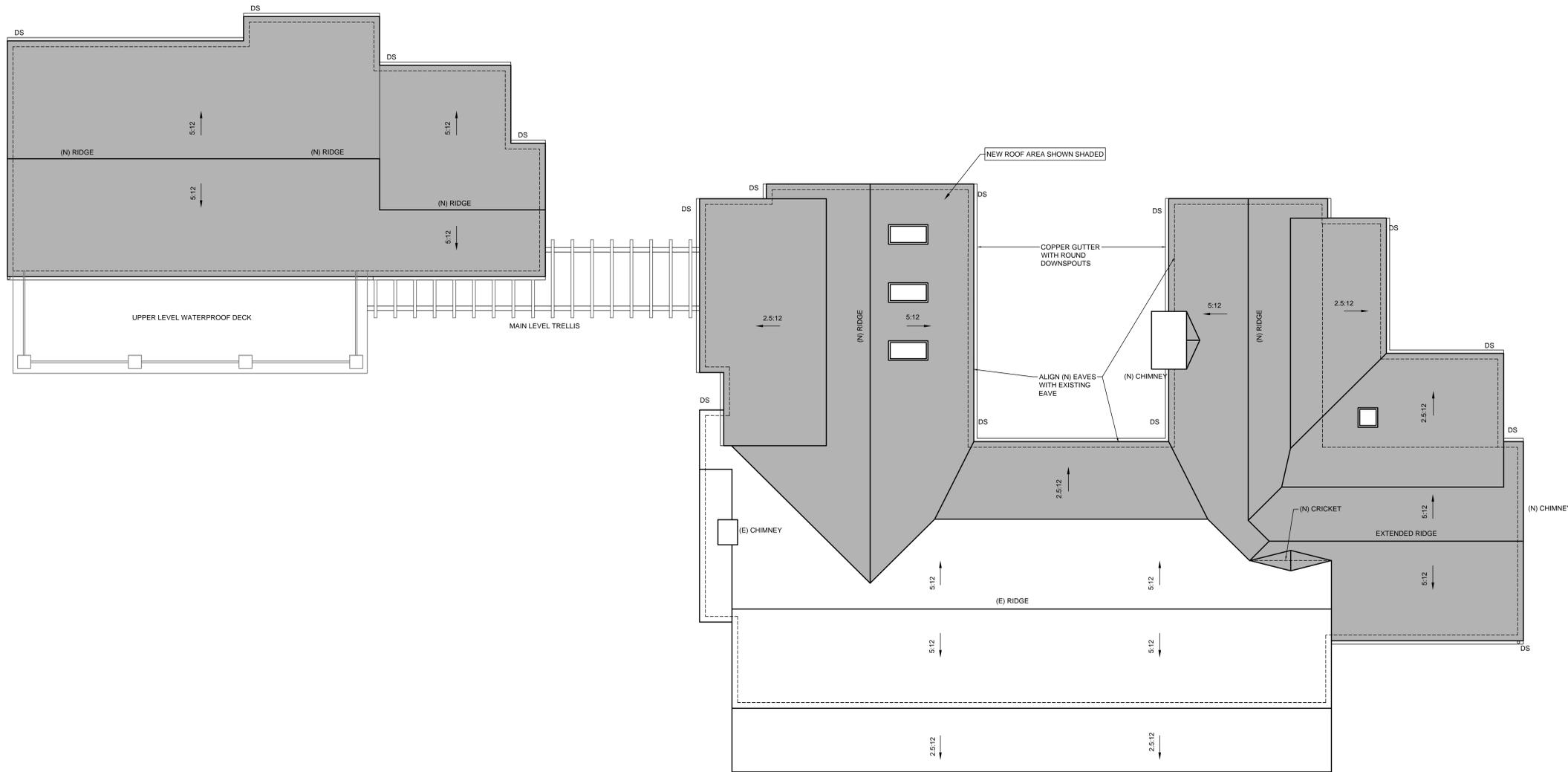
PRINT DATE: 4/2/2020
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SHEET TITLE:

SHEET NUMBER:
A2.2



ROOF PLAN
 1/8" = 1'-0"
 SCALE: 3/16" = 1'-0"

PROJECT NAME:
BAILEY REMODEL AND ADDITION
 3257 17 MILE DRIVE
 PEBBLE BEACH, CA.
 93953
 APN: 008-461-010-000
 JOB NUMBER: 2007

John Moore
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SHEET TITLE:
ROOF PLAN
 SHEET NUMBER:
A2.3

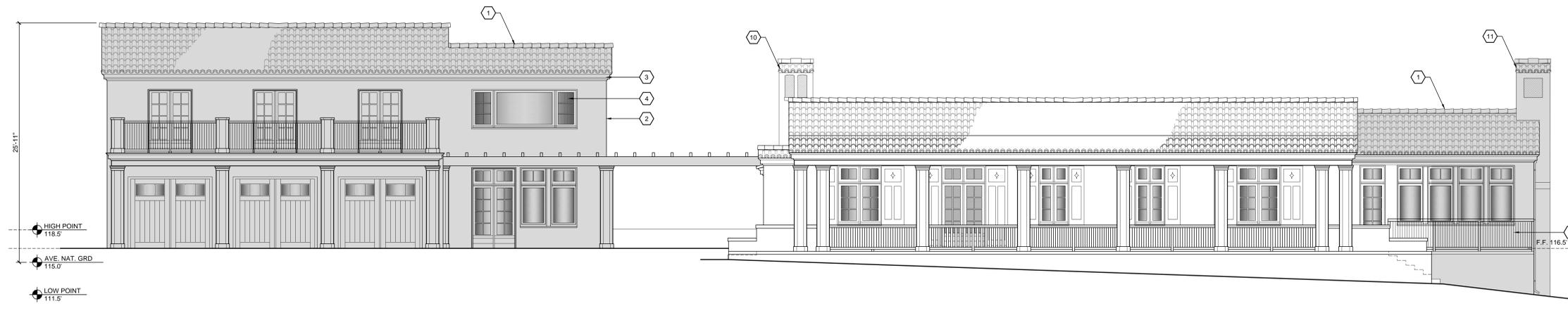
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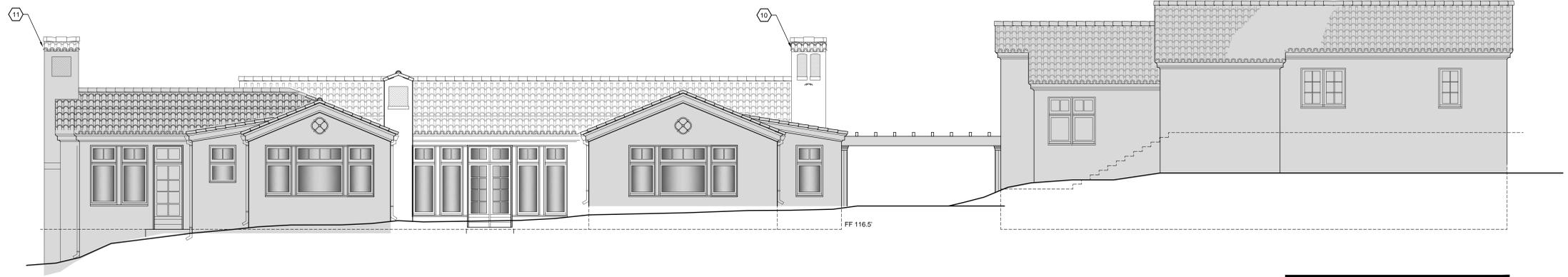
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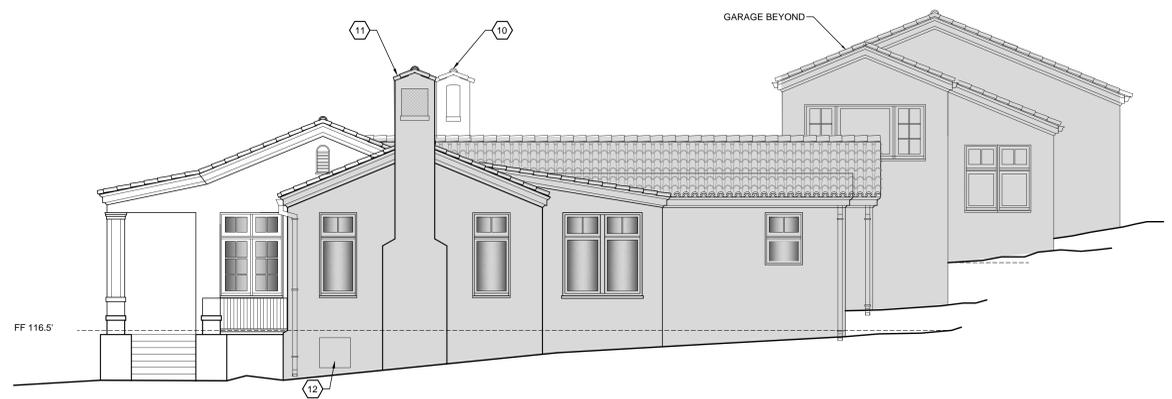
1 WEST ELEVATION
 3/16" = 1'-0"



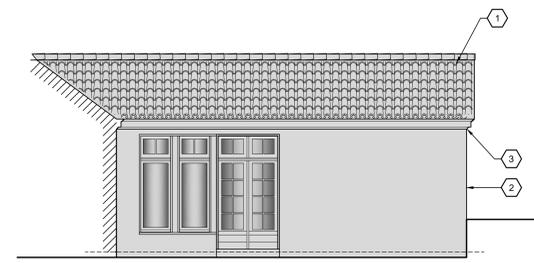
2 NORTH ELEVATION
 3/16" = 1'-0"



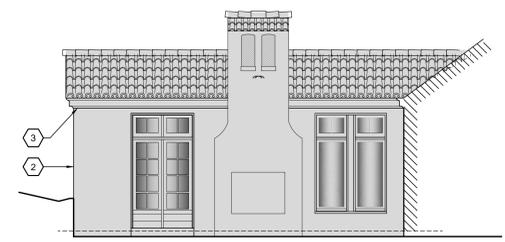
3 EAST ELEVATION
 3/16" = 1'-0"



4 SOUTH ELEVATION
 3/16" = 1'-0"



5 COURTYARD NORTH ELEVATION
 3/16" = 1'-0"



6 COURTYARD SOUTH ELEVATION
 3/16" = 1'-0"

**AREAS OF ADDITION OR
 REBUILDING SHOWN SHADED**

- SHEET NOTES**
- ROOF - 2-PIECE MISSION CLAY TILE (REDLANDS 2000 SERIES).
 - WALLS - PAINT (PRIMER & 2 COAT COLOR) OVER 7/8" CEM. PLASTER W/ EXP. METAL LATH & PLASTESIZER ADDITIVE (3 COAT PER CBC 2508.1) 0/2 LAYERS GRADE BLDG. PAPER.
 - EAVE DETAIL - PAINTED WOOD CORNICE MOULDING.
 - WINDOWS - PAINTED WOOD DOUBLE PANE WINDOWS.
 - GUTTERS - COPPER SQUARE GUTTERS WITH 3" SQUARE DOWNSPOUTS.
 - GUARDRAILS - POWDER COATED STAINLESS STEEL.
 - SKYLIGHT
 - PAINTED WOOD SHUTTER
 - PAINTED WOOD GARAGE DOORS
 - EXISTING CHIMNEY
 - NEW CHIMNEY
 - CRAWLSPACE ACCESS

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Attachment H

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*Before the Historic Resources Review Board in and for the
County of Monterey, State of California*

**Resolution No. 20-005 PLN160608-AMD1 (LA
RESACA, LLC (FORMERLY BAILEY))**

Resolution by the Monterey County Historic Resources Review Board (HRRB) to recommend approval of a Minor and Trivial Amendment to a previously-approved Combined Development Permit (PLN160608) to allow the reduction in overall footprint size of the previously approved one-story 2,717 square foot additions to an existing single family dwelling and a one-story 1,135 square foot, attached 3-car garage to a one-story addition 1,412 square foot additions to an existing single family dwelling and an attached (by trellis) 1,326 square foot two-car garage/storage/utility room with 1,092 square foot game room above proposed garage, within the same general footprint and within the parcels existing disturbed and hardscape areas.

Colors and materials to match existing residence. The project is located at 3257 17 Mile Drive, Pebble Beach (Assessor's Parcel Number 008-461-010-000), Del Monte Forest Land Use Plan, Coastal Zone.

WHEREAS, this matter was heard by the Historic Resources Review Board (HRRB) of the County of Monterey on October 1, 2020, pursuant to the regulations for the Preservation of Historic Resources as contained in Chapter 18.25 of the Monterey County Code and the Secretary of the Interior's Standards for the Treatment of Historic Properties (Rehabilitation).

WHEREAS, the parcel is located at 3257 17 Mile Drive, Pebble Beach within a "LDR [Low Density Residential District]" (APN: 008-461-010-000) of the County of Monterey. The subject property has been found potentially eligible for listing on the Monterey County Register of Historic Resources.

WHEREAS, John Moore, of Moore Design (applicant) filed with the County of Monterey, an application for a Minor and Trivial Amendment to a previously Combined Development Permit to allow the reduction in overall footprint size of the previously approved one-story 2,717 square foot additions to an existing single family dwelling and a one-story 1,135 square foot, attached 3-car garage to a one-story addition 1,412 square foot additions to an existing single family dwelling and an attached (by trellis) 1,326 square foot two-car garage/storage/utility room with 1,092 square foot game room above proposed garage, within the same general footprint and within the parcels existing disturbed and hardscape areas. Colors and materials to match existing (clay barrel-tile roof and stucco exterior wall cladding; proposed addition is differentiated from the historic structure).

WHEREAS, at the conclusion of the hearing, the matter was submitted to the HRRB for a recommendation. Having considered all the written and documentary information submitted, oral testimony, and other evidence presented before the HRRB, the HRRB rendered its decision to adopt findings and evidence to recommend approval of the Minor and Trivial Amendment to the Combined Development Permit, subject to the following findings:

Finding: The proposed work is consistent with Chapter 18.25 of the Monterey County Code and will neither adversely affect the significant architectural features of the historic resource nor adversely affect the character, historical, architectural, or aesthetic interest or value of the historic resource and its site.

Finding: The use and exterior of the new improvements, addition, building or structure upon a historic resource site will neither adversely affect nor be incompatible with the use and exterior of existing historical resources, improvements, buildings and natural features of the site.

- Evidence:
1. **Minor and Trivial Amendment (PLN160608-AMD1) and original permit for Combined Development Permit Application and other materials in file PLN160608.**
 2. **Secretary of the Interior's Standards for the Treatment of Historic Properties.**
 3. **Oral testimony and HRRB discussion during the public hearing and the administrative record.**

THEREFORE, it is the decision of the Monterey County Historic Resources Review Board to recommend approval of La Resaca (formerly Bailey)/PLN160608-AMD1 as proposed.

Passed and adopted on this **1st day of October, 2020**, upon motion of Belinda Taluban, seconded by Salvador Munoz, by the following vote:

AYES: Belinda Taluban, Salvador Munoz, Kellie Morgantini, John Scourkes, Judy McClelland, Shelia Lee Prader, Michael Bilich

NOES:

ABSENT: None

ABSTAIN: None



Attest
Craig Spencer, Secretary

Attachment I

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**Before the Monterey County Planning Commission in and for the
County of Monterey, State of California**

In the matter of the application of:

BAILEY (PLN160608)

RESOLUTION NO. 18-013

Resolution by the Monterey County Planning
Commission:

- 1) Adopting a Mitigated Negative Declaration; and
- 2) Approving a Combined Development Permit consisting of:
 - a. Coastal Administrative Permit and Design Approval for 2,717 square feet of single story additions with an attached garage; and
 - b. Coastal Development Permit to allow development within 100 feet of Environmentally Sensitive Habitat Area (Monterey Cypress habitat).
- 3) Adopting a Mitigation Monitoring and Reporting Program.

[PLN160608, Bailey, 3257 17 Mile Drive, Pebble Beach, Del Monte Forest Land Use Plan, Coastal Zone (APN: 008-461-010-000)]

The Bailey application (PLN160608) came on for public hearing before the Monterey County Planning Commission on March 28, 2018. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Planning Commission finds and decides as follows:

FINDINGS

1. **FINDING:** **CONSISTENCY** – The project, as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.
EVIDENCE: a) The project has been reviewed for consistency with the text, policies, and regulations in:
 - 1982 General Plan;
 - Monterey County Coastal Implementation Plan Part 5;
 - Monterey County Zoning Ordinance (Title 20);
 - Del Monte Forest Land Use Plan
 - Secretary of the Interior’s Standards for the Treatment of Historic Properties

No conflicts were found to exist, a Mitigated Negative Declaration was prepared to mitigate for impacts to Biological Resources. No communications were received during the course of review of the project indicating any inconsistencies with the text, policies, and

regulations in these documents. The subject property is located within the Coastal Zone; therefore, the 2010 Monterey County General Plan does not apply.

- b) The property is located at 3257 17 Mile Drive, Pebble Beach, on the west side of Highway 1 (APN: 008-461-010-000), Del Monte Forest Land Use Plan. The 1.24-acre property is zoned Low Density Residential, max gross density of two and half acres with a Design Control overlay in the Coastal Zone [LDR/2.5-D (CZ)]. Per Monterey County Zoning Ordinance (Title 20), Section 20.70.120, development or improvements that would result in an increase of 10% or more of internal floor area of an existing structure, is subject to a Coastal Administrative Permit if property is located between the sea and the first public road or in scenic road corridors.
- c) The 1.24-acre lot (53,884 square feet) was created with the Amended Map of Pebble Beach in Monterey County, filed on October 13, 1911 in the office of the County Recorder of the County of Monterey; Map Book Two "Cities and Towns," pages 31, 31A and 31B. Therefore, it is a legal lot of record.
- d) Visual Resources. The Del Monte Forest Land Use Plan's key objective is to protect the scenic and visual resources of the Del Monte Forest and only allow development that does not significantly impact public views and scenic character (DMF LUP, Policy No. 47). All of the proposed development for this project is on the east side of 17 Mile Drive, not immediately adjacent to the ocean. The proposed additions to the existing single family dwelling (3,852 total square feet of additions), including an attached garage will have limited visibility from the scenic corridor because of the existing tree canopy. More importantly, the proposed project siting and the vantage of a sloped driveway (upward from the road) will further shield the additions. Furthermore, no landmark or protected trees are proposed for removal. The Landscape Planting Plan proposes 11 (5-gallon) *Pinus radiata* trees to be planted, 1 (5-gallon) *Quercus agrifolia*, 2 (5-gallon) *Cupressus macrocarpa*, and additional Oaks and Cypress trees. The subject project minimizes development within the viewshed in accordance with the applicable goals and policies of the Del Monte Forest Land Use Plan. Finally, the proposed development will not block significant public views toward the ocean and will not adversely impact the public viewshed or scenic character of the project vicinity.
- e) Coverage. The subject parcel is outside of the Pescadero Watershed (Area of Drainage of Carmel Area) and is not subject to the 9,000-square foot site coverage allowance. The project meets the building site coverage (maximum: 15%; project proposes 11.3%) and the Floor Area Ratio (17.5%; project proposes 10.1%).
- f) Design. The proposed project site and surrounding area are designated "D," or Design Control Zoning District. Pursuant to the Monterey County Zoning Ordinance, Title 20, Chapter 20.44, the purpose of a Design Control Zoning District is to regulate the location, size, configuration, materials, and colors of structures and fences to assure the protection of the public viewshed and neighborhood character. The additions are designed to complement the context of the site and

surrounding area. The new additions, except for small portions, are within the previously disturbed areas of the lot and are positioned behind the main structure which effectively screens it from public view. The applicant is proposing to replace an existing stone wall along the front portion of the part (fronting 17-Mile Drive). The new wall was found to be in substantial conformance with the regulations in the Del Monte Forest Coastal Implementation Plan. The new attached 3-car garage will have minimal visual impact given its 100-foot setback and the upward slope of the driveway (from the road). The re-paved driveway follows the contours of the existing driveway and will lead to an existing, graded area where a new garage is proposed. The proposed tree plantings, lighting, and gate are subordinate to and blended into the environment and meet the policies of the DMF LUP. Moreover, the additions were designed with considerations for its historic eligibility- a hybrid Spanish Revival/Monterey Colonial Style. The proposed additions conform to the Secretary of the Interior's Standards for the treatment of historic properties. The proposed exterior colors and materials will match the existing structure: off-white body with dark trim; gable and shed roofs finished with clay barrel tiles.

g) Historic Resources. The applicant was required to submit an Historic Report. PAST Consultants, LLC. completed a Phase One Historic Assessment on January 9, 2017 which concluded that the single-family residence (constructed in 1924) on the property is eligible for inclusion on the Monterey County Register of Historic Resources for its Spanish Revival/Monterey Colonial Style from the Samuel Morse and the Del Monte Properties Company period, 1919-1945. A Phase Two Historic Assessment Report (Exhibit B) was then prepared which outlined the remaining character-defining features of the home. These include:

- Monterey Colonial-style front veranda on squared columns, with square-post balustrade and brick paving on west elevation;
- Multi-pane casement windows and shutters of west elevation;
- Spanish Revival-style chimney and details on north elevation; and
- Clay barrel-tile roof

According to the historian's evaluation of the proposed alterations, the project will not cause a significant impact to the environment, according to the California Environmental Quality Act (14 CCR § 15126.4(b)(1)), allowing the building to maintain its historic integrity.

Staff finds that all the additions and alterations to the Bailey residence will be consistent with the Secretary of the Interior's Standards for historic rehabilitation, per CEQA Guidelines Section 15331 and with Monterey County Code, Chapter 18.25.070. Impacts to historical resources were analyzed under the Cultural Resources section of the Initial Study and were found to have less than significant impacts. This project was placed on the October 5th Historic Resources Review Board (HRRB) agenda for review. HRRB members were receptive to the design and unanimously voted to approve the project as proposed (5-Ayes, 2-Absent, see Exhibit E). The applicant has shown on the plans that the proposed fenestration pattern of the mullions will be altered to differentiate the new addition.

- h) Archaeological and Cultural Resources. The proposed development is within a high archaeological sensitivity zone, which requires an archaeological survey per Policy No. 58 in the Del Monte Forest Land Use Plan. The applicant has submitted a "Preliminary Archaeological Assessment," (LIB 170212) prepared by Gary Breschini, Ph.D., dated November 2016. Upon completion of the background research and the field reconnaissance, Breschini concluded that there is no surface evidence of potentially significant archaeological resources on the project parcel. However, pursuant to State Assembly Bill 52, and Public Resources Code Section 21080.3.1 et seq., the County requested a consultation with a member of the Ohlone/Costanoan-Essalen Nation (OCEN) to review the project's potential impact on tribal cultural resources prior to the release of a mitigated negative declaration. The request was made regarding this project on November 28, 2017 via formal notification to OCEN. On December 12, 2017, a letter from the OCEN Chairperson was provided to County staff stating their objection to all excavation in known cultural lands, even when they are described as previously disturbed and of no archaeological value. Therefore, staff incorporated a mitigation measure to reduce potential impacts to tribal cultural resources (Condition No.15/Mitigation Measure No. 9). With the understanding that there is a distinction between archaeological and tribal cultural resources, staff incorporated a mitigation measure which would mitigate potential impacts to tribal cultural resources to a less than significant level. Based on discussion during public hearing, the requirement for a Tribal Cultural Resources monitor on site was determined by the Planning Commission to be without substantiated merit. The Commission found that there was no specific evidence presented alongside the negative archaeological report, prepared by Gary Breschini, Ph.D., to show that this site in particular contained significant cultural resources that would require an on-site tribal monitor. Therefore, the mitigation measure was found to be undesirable and unwarranted. Per CEQA Section 15074.1, prior to approving the project, the lead agency may, in accordance with this section, delete those mitigation measures and substitute for them other measures which the lead agency determines are equivalent or more effective. The standard condition (Condition No. 3) for incidental discovery of archaeological resources has been applied to the project to manage the discovery archaeological and tribal cultural resources. Mitigation Measure No. 9 has been deleted from the conditions list and modified accordingly in the environmental document.
- i) LUAC. The project was referred to the Del Monte Forest Land Use Advisory Committee (DMF-LUAC) for review. Based on the LUAC Procedure Guidelines adopted by the Monterey County Board of Supervisors, this application did warrant referral to the LUAC because it includes a Design Approval application subject to review by the Planning Commission. On October 5, 2017, the DMF LUAC voted 4 ayes, 0 noes, and 3 absent, to approve the new additions as proposed with colors and materials to match the existing home. A neighbor expressed concern about the construction and requested screening the area to protect her tenants' view; however, staff will not make this a

condition of approval and informed the applicant that it was ultimately their decision whether or not to agree to this additional measure.

- j) The project planner conducted site inspections on September 8, 2017 to verify that the project on the subject parcel conforms to the plans listed above and to ensure staking and flagging had been installed.
- k) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN160608.

2. **FINDING:** **SITE SUITABILITY** – The site is physically suitable for the use proposed.

- EVIDENCE:**
- a) The project has been reviewed for site suitability by the following departments and agencies: RMA- Planning, Pebble Beach CSD, RMA-Public Works, RMA-Environmental Services, Water Resources Agency, California Coastal Commission and the Del Monte Forest Architectural Review Board (ARB). There has been no indication from these departments/agencies that the site is not suitable for the proposed development. Recommended conditions have been incorporated.
 - b) Staff identified potential impacts to Archaeological, Biological, Historic, and Geological resources. The following reports have been prepared:
 - “Preliminary Archaeological Assessment,” (LIB 170212) prepared by Gary S. Breschini, Ph.D., November 29, 2016.
 - Biotic Report, prepared by Andrea Edwards (EMC), February 22, 2017.
 - “Biotic Report” (LIB 170360) prepared by Jeffrey B. Froke, Ph.D., August 14, 2017.
 - “Tree Resource Assessment” (LIB 170359) prepared by Frank Ono, Urban Forester, July 17, 2017.
 - “Phase Two Historic Assessment Report” (LIB 170209) prepared by PAST Consultants, LLC., April 14, 2017.
 - “Geologic Report and Soil Engineering Investigation” (LIB170208), prepared by LandSet Engineers, Inc., January 2017.

The above-mentioned technical reports by third-party consultants indicated that there are no physical or environmental constraints that would indicate that the site is not suitable for the use proposed. County staff has independently reviewed these reports and used them as supporting evidence for the Initial Study. The mitigation measures incorporated for this project are modeled after recommendations made in some of these reports regarding archaeological and biological resources. No landmark trees are proposed for removal.

- c) Hazards. The Coastal Act requires that new development minimize risks to life and property in areas of geologic hazard and furthermore, that new development assure stability and structural integrity. The subject project was identified to be within 1/8 mile of an active/potentially active fault. A moderate to major earthquake (magnitude between 5.0 to 7.9) would have the potential to cause severe ground shaking on the subject property. Therefore, the project geologist recommends the

proposed foundation for the residence be designed for seismic shaking, including horizontal and vertical accelerations, as required by the latest edition of the California Building Code. In addition, the project geotechnical engineer has provided seismic design parameters that should be used for designing the building's foundations. Finally, the soils report concludes that based on the soil type of the subject property there is a very low potential for liquefaction and lateral spreading. The gentle slopes of the project site appeared to be grossly stable and there was no evidence of slope instability mapped on the site from previous investigations. Therefore, landslides are not likely to occur. Conditions were applied accordingly.

- d) Environmentally Sensitive Habitat Area (ESHA – Indigenous Monterey Cypress Habitat). The project includes a Coastal Development Permit to allow development within 100 feet of ESHA. The parcel is located in a developed residential area and is heavily landscaped. A portion of the parcel falls within the area of the Del Monte Forest delineated as indigenous Monterey Cypress habitat, while the rest of the site falls outside of this mapped boundary per the Del Monte Forest Land Use Plan (“Monterey Cypress Forest, Figure 2a”). The proposed new development falls fully outside the area marked as Cypress habitat on Figure 2a. Per the Del Monte Forest Land Use Plan, development in the Del Monte Forest, particularly within, adjacent to, or upslope from forest areas, must be responsive to the delicate balance of climate, soils, and vegetation; development must not be allowed to adversely impact significant forest resources, including forest ESHA. Historically, the California Coastal Commission has regarded parcels that are partially within Figure 2a to not be fully subject to Policy 20 in the DMF LUP. However, Monterey Cypress require protection and special consideration because it is only native to two sites (Point Lobos Reserve State Park and along Seventeen Mile Drive between Cypress Point and Pescadero Point) and would be adjacent to proposed development. Figure 2a (indigenous Monterey Cypress Forest in Pebble Beach) in the DMF LUP, shows that the range of native Monterey Cypress Forest is in the lower half of the parcel (versus the upper half where the project is planned). The applicant has revised plans to reflect a modified layout and an updated project description to further avoid Cypress tree driplines. For example, the applicant has abandoned a proposal for an accessory dwelling unit and instead of a detached garage, the proposed garage is now attached. The analysis provided in the Biotic Reports and the Tree Assessment determined that impacts to ESHA could be mitigated. The recommendations provided in the Biotic Report (Froke) were incorporated as mitigation measures to address impacts to ESHA (See Conditions 7-13). After surveying every tree and canopy on the lot, three specific trees were identified as experiencing direct impacts from development. The root zone of tree #277 also noted as #372 (a 32” diameter Monterey Cypress), will experience impacts, however, it has already been encroached upon for the existing retaining wall. Similarly, tree #224 and tree #223 are within in a previously disturbed area and “no significant long term effects to the forest ecosystem are anticipated.” It is the opinion of the Urban Forester that all trees are

expected to survive if properly protected and monitored and that the existing tree cover will remain undisturbed. Approximately .341 acres of disturbance are projected for this project (531 cy of cut, and 143 cy of fill). Staff finds that because the Monterey Cypress forest habitat found on the site is rare and an environmentally sensitive habitat area, siting and design of the proposed project must be carefully analyzed and mitigated to ensure the resource is protected to the greatest extent feasible. Seven (7) mitigation measures were incorporated to mitigate potential impacts to ESHA to a less than significant level, two (2) of which are non-standard conditions protecting wildlife.

- e) On May 11, 2017, the Del Monte Forest Architectural Review Board (ARB), considered the preliminary plans for the Bailey project (at the time the proposal included a detached three-car garage) and approved them with six (6) standard conditions (Exhibit K).
- f) Staff conducted a site inspection on September 8, 2017 to verify that the site is suitable for this use.
- g) The application, project plans, and related support materials submitted by the project applicant to the Monterey County RMA - Planning for the proposed development can be found in Project File PLN160608.

3. **FINDING:** **HEALTH AND SAFETY** - The establishment, maintenance, or operation of the use or structure applied for, will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use; or be detrimental or injurious to property and improvements in the neighborhood; or to the general welfare of the County.

- EVIDENCE:**
- a) The project has been reviewed for site suitability by the following departments and agencies: RMA- Planning, Pebble Beach CSD, RMA-Public Works, RMA-Environmental Services, Water Resources Agency, California Coastal Commission, and the Del Monte Forest Architectural Review Board (ARB). The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
 - b) Necessary public and private facilities are available. Public water supply is from CAL-AM and wastewater collection/treatment is serviced by Pebble Beach Community Services District.
 - c) Staff conducted a site inspection on September 8, 2017, to verify that the site is suitable for this use.
 - d) The application, project plans, and related support materials submitted by the project applicant to the Monterey County RMA - Planning for the proposed development found in Project File PLN160608.

4. **FINDING:** **NO VIOLATIONS** - The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.

- EVIDENCE:**
- a) Staff reviewed Monterey County RMA - Planning and Building Services Department records and is not aware of any violations existing on subject property.
 - b) Staff conducted a site inspection on September 8 and researched County records to assess if any violation exists on the subject property; none were found.
 - c) The application, plans and supporting materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development are found in Project File PLN160608.

5. **FINDING:** **CEQA (Mitigated Negative Declaration)-** On the basis of the whole record before the Monterey County Planning Commission, there is no substantial evidence that the proposed project as designed, conditioned and mitigated will have a significant effect on the environment. The Mitigated Negative Declaration reflects the independent judgement and analysis of the County.

- EVIDENCE:**
- a) Public Resources Code Section 21080.d and California Environmental Quality Act (CEQA) Guidelines Section 15064.a.1 require environmental review if there is substantial evidence that the project may have a significant effect on the environment. Based upon review of this application by the Historic Resources Review Board (HRRB) and independent review by PAST Consultants and the incorporation of recommendations made by the Chair of the HRRB prior to project submittal, the materials and design are consistent with the SOI Standards for Rehabilitation. The additions to the house do not add conjectural features or elements from other historic properties that would confuse the remaining character-defining features of the subject parcel. Furthermore, additions on the right side elevation will be modified; however, this is not an original feature of the building. Additions to the rear of the building are on a non-primary elevation; deteriorated wood features and the shutters on the west elevation, will be repaired, rather than replaced. There are less than significant impacts to cultural resources.
 - b) Monterey County RMA-Planning prepared an Initial Study pursuant to CEQA. The Initial Study is on file in the offices of RMA-Planning and is hereby incorporated by reference (PLN160608).
 - c) The Initial Study identified several potentially significant effects, but the applicant has agreed to proposed mitigation measures that would avoid the effects, or mitigate the effects, to a point where clearly no significant effects would occur.
 - d) All project changes required to avoid significant effects on the environment have been incorporated into the project and/or are made conditions of approval. A Condition Compliance and Mitigation Monitoring and/or Reporting Plan has been prepared in accordance with Monterey County regulations, is designed to ensure compliance during project implementation, and is hereby incorporated herein by reference. The applicant must enter into an “Agreement to Implement a Mitigation Monitoring and/or Reporting Program” as Condition No. 16 of project approval.

- e) The Draft Mitigated Negative Declaration (“MND”) for PLN160608 was prepared in accordance with CEQA and circulated for public review from March 7, 2018 through March 27, 2018.
- f) Staff analysis contained in the Initial Study and the record as a whole indicate the project could result in changes to the resources listed in Section 753.5(d) of the California Department of Fish and Game (CDFG) regulations. All land development projects that are subject to environmental review are subject to a State filing fee plus the County recording fee, unless the Department of Fish and Game determines that the project will have no effect on fish and wildlife resources. The site supports indigenous Monterey cypress habitat. For purposes of the Fish and Game Code, the project may have a significant adverse impact on the fish and wildlife resources upon which the wildlife depends. Therefore, the project will be required to pay the State fee plus a fee payable to the Monterey County Clerk/Recorder for processing said fee and posting the Notice of Determination (NOD).
- g) Monterey County RMA-Planning, located at 1441 Schilling Place, S. 2nd Floor, Salinas, California, 93901, is the custodian of documents and other materials that constitute the record of proceedings upon which the decision to adopt the Negative Declaration is based.

6. **FINDING:** **PUBLIC ACCESS** - The project is in conformance with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with Section 30200 of the Public Resources Code) and Local Coastal Program, and does not interfere with any form of historic public use or trust rights.

EVIDENCE: Figure 8 – Major Public Access & Recreational Facilities, of the Del Monte Forest Land Use Plan (DMF LUP) indicates that the subject property is not described as an area where public access is required.

7. **FINDING:** **APPEALABILITY** - The decision on this project may be appealed to the Board of Supervisors and the California Coastal Commission.

EVIDENCE:

- a) Section 20.86.030. of the Monterey County Zoning Ordinance (Title 20) states that the proposed project is appealable to the Board of Supervisors.
- b) Section 20.86.080 of the Monterey County Zoning Ordinance (Title 20) states that the proposed project is subject to appeal by an applicant or an aggrieved person who has exhausted all County appeals, or by any two (2) members of the California Coastal Commission because this project is between the sea and the first through public road paralleling the sea.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Planning Commission does hereby:

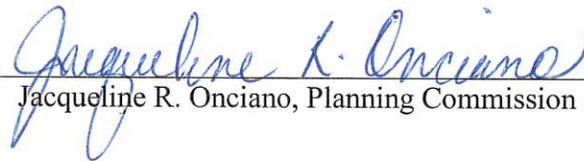
1. Adopt a Mitigated Negative Declaration; and
2. Approve a Combined Development Permit consisting of:
 - a) Coastal Administrative Permit and Design Approval for 2,717 square feet of single story additions with an attached garage; and

- b) Coastal Development Permit to allow development within 100 feet of Environmentally Sensitive Habitat Area (Monterey Cypress habitat), subject to the attached conditions attached hereto.
3. Adopt a Mitigation Monitoring and Reporting Program.

in general conformance with the attached plans and subject to twenty one (21) conditions of approval, all being attached hereto and incorporated herein by reference; and

PASSED AND ADOPTED this 28th day of March, 2018 upon motion of Commissioner Diehl, seconded by Commissioner Getzelman, by the following vote:

AYES: Ambriz, Diehl, Duflock, Getzelman, Gonzalez, Mendoza, Padilla, Vandever, Wizard
NOES: None
ABSENT: Roberts
ABSTAIN: None


Jacqueline R. Onciano, Planning Commission Secretary

COPY OF THIS DECISION MAILED TO APPLICANT ON APR 12 2018

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS.

IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK OF THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE APR 23 2018

(Coastal Projects)

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE FINAL LOCAL ACTION NOTICE (FLAN) STATING THE DECISION BY THE FINAL DECISION MAKING BODY, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION. FOR FURTHER INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA.

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from Monterey County RMA-Planning and RMA-Building Services Department office in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

Form Rev. 5-14-2014

Monterey County RMA Planning

Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN160608

1. PD001 - SPECIFIC USES ONLY

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Combined Development Permit consisting of: 1) Coastal Administrative Permit and Design Approval for 2,717 square feet of single story additions with an attached 3-car garage; and 2) Coastal Development Permit to allow development within 100 feet of Environmentally Sensitive Habitat Area (Monterey Cypress habitat, Monterey Pine, Coast Live Oak). The property is located at 3257 17 Mile Drive, Pebble Beach (Assessor's Parcel Number 008-461-010-000), Del Monte Forest Land Use Plan, Coastal Zone. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of RMA - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (RMA - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an ongoing basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: RMA-Planning

Condition/Mitigation The applicant shall record a Permit Approval Notice. This notice shall state:

Monitoring Measure: "A Combined Development Permit (Resolution Number 18-013) was approved by the Planning Commission for Assessor's Parcel Number 008-461-010-000 on March 28, 2018. The permit was granted subject to 21 conditions of approval which run with the land. A copy of the permit is on file with Monterey County RMA - Planning."

Proof of recordation of this notice shall be furnished to the Director of RMA - Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (RMA - Planning)

Compliance or Prior to the issuance of grading and building permits, certificates of compliance, or
Monitoring commencement of use, whichever occurs first and as applicable, the Owner/Applicant
Action to be Performed: shall provide proof of recordation of this notice to the RMA - Planning.

3. PD003(A) - CULTURAL RESOURCES NEGATIVE ARCHAEOLOGICAL REPORT

Responsible Department: RMA-Planning

Condition/Mitigation If, during the course of construction, cultural, archaeological, historical or
Monitoring Measure: paleontological resources are uncovered at the site (surface or subsurface resources)
work shall be halted immediately within 50 meters (165 feet) of the find until a qualified
professional archaeologist can evaluate it. Monterey County RMA - Planning and a
qualified archaeologist (i.e., an archaeologist registered with the Register of
Professional Archaeologists) shall be immediately contacted by the responsible
individual present on-site. When contacted, the project planner and the archaeologist
shall immediately visit the site to determine the extent of the resources and to develop
proper mitigation measures required for recovery.
(RMA - Planning)

Compliance or The Owner/Applicant shall adhere to this condition on an on-going basis.
Monitoring

Action to be Performed: Prior to the issuance of grading or building permits and/or prior to the recordation of
the final/parcel map, whichever occurs first, the Owner/Applicant shall include
requirements of this condition as a note on all grading and building plans. The note
shall state "Stop work within 50 meters (165 feet) of uncovered resource and contact
Monterey County RMA - Planning and a qualified archaeologist immediately if cultural,
archaeological, historical or paleontological resources are uncovered."

When contacted, the project planner and the archaeologist shall immediately visit the
site to determine the extent of the resources and to develop proper mitigation
measures required for the discovery.

4. PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. The lighting source shall be shielded and recessed into the fixture. The applicant shall submit three (3) copies of an exterior lighting plan which shall indicate the location, type, and wattage of all light fixtures and include catalog sheets for each fixture. The lighting shall comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6. The exterior lighting plan shall be subject to approval by the Director of RMA - Planning, prior to the issuance of building permits.
(RMA - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of building permits, the Owner/Applicant shall submit three copies of the lighting plans to RMA - Planning for review and approval. Approved lighting plans shall be incorporated into final building plans.

Prior to final/occupancy, the Owner/Applicant/Contractor shall submit written and photographic evidence demonstrating that the lighting has been installed according to the approved plan.

On an on-going basis, the Owner/Applicant shall ensure that the lighting is installed and maintained in accordance with the approved plan.

5. PD050 - RAPTOR/MIGRATORY BIRD NESTING

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Any tree removal activity that occurs during the typical bird nesting season (February 22-August 1), the County of Monterey shall require that the project applicant retain a County qualified biologist to perform a nest survey in order to determine if any active raptor or migratory bird nests occur within the project site or within 300 feet of proposed tree removal activity. During the typical nesting season, the survey shall be conducted no more than 30 days prior to ground disturbance or tree removal. If nesting birds are found on the project site, an appropriate buffer plan shall be established by the project biologist. (RMA - Planning)

Compliance or Monitoring Action to be Performed: No more than 30 days prior to ground disturbance or tree removal, the Owner/Applicant/Tree Removal Contractor shall submit to RMA-Planning a nest survey prepared by a County qualified biologist to determine if any active raptor or migratory bird nests occur within the project site or immediate vicinity.

6. PD007- GRADING WINTER RESTRICTION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: No land clearing or grading shall occur on the subject parcel between October 15 and April 15 unless authorized by the Director of RMA - Building Services. (RMA - Planning and RMA - Building Services)

Compliance or Monitoring Action to be Performed: The Owner/Applicant, on an on-going basis, shall obtain authorization from the Director of RMA - Building Services Department to conduct land clearing or grading between October 15 and April 15.

7. MITIGATION MEASURE 1: MONITORING OF GRADING AND CONSTRUCTION ACTIVITIES

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Mitigation Measure No. 1: Monitoring of Grading and Construction Activities. In order to ensure grading and construction activities are conducted in accordance with the recommendations contained in the Bailey Tree Assessment and Forest Management Plan (Planning File LIB170359) and the Bailey Biotic Report (Planning File LIB170360), the owner/applicant shall contract with a certified arborist or qualified forester and a qualified biologist to review the construction documents (grading plan, building plan, and construction management plan) for consistency with the preliminary plans and the reports listed above, verify successful installation of tree protection measures, and the monitor grading, construction, and tree pruning activities. Language contained in the contracts shall include verification of compliance with applicable Mitigation Measure Nos. 2 through 7.

Compliance or Monitoring Action to be Performed: Mitigation Measure Monitoring Action No. 1a: Prior to the issuance of construction permits for grading or building, the owner/applicant shall submit to RMA-Planning a copy of the contract between the owner/applicant and a certified arborist or qualified forester (referred to as the project arborist). The contract shall include provisions for review of the grading, building, and construction management plans; monitoring of construction activities; and verifying that the protection measures outlined in Mitigation Measure Nos. 2 through 7 will be implemented. In addition, the contract shall include the preparation of a final report indicating that the protection measures in place were successful. The contract shall be submitted to the RMA-Planning for review and approval. Should RMA-Planning find the contract incomplete or unacceptable, the contract will be returned to the owner/applicant and a revised contract shall be re-submitted for review and approval.

Mitigation Measure Monitoring Action No. 1b: Prior to the issuance of construction permits for grading or building, the owner/applicant shall submit to RMA-Planning a copy of the contract between the owner/applicant and a qualified biologist (referred to as the project biologist). The contract shall include provisions for review of the grading, building, and construction management plans; monitoring of construction activities; and verifying that the protection measures outlined in Mitigation Measure Nos. 2 through 7 will be implemented. In addition, the contract shall include the preparation of a final report indicating that the protection measures in place were successful. The contract shall be submitted to the RMA-Planning for review and approval. Should RMA-Planning find the contract incomplete or unacceptable, the contract will be returned to the owner/applicant and a revised contract shall be re-submitted for review and approval.

8. MITIGATION MEASURE 2: BEST MANAGEMENT PRACTICES

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Mitigation Measure No. 2: Best Management Practices. In order to ensure construction activities include best management practices that provide overall protection measures for all trees onsite, the following shall be included as a note on the construction plans.

- Depositing fill, parking equipment, or staging construction materials near existing trees shall be prohibited. Trees shall be protected by boards, fencing or other materials to delineate protection zones.
- Pruning shall be conducted so as not to unnecessarily injure the tree. General-principals of pruning include placing cuts immediately beyond the branch collar, making clean cuts by scoring the underside of the branch first.
- Root cutting shall occur outside of the springtime. Late June and July would likely be the best. Pruning of the live crown should not occur February through May.
- Tree material greater than 3-inches in diameter remaining on site more than one month that is not cut and split into firewood shall be covered with clear plastic that is dug in securely around the pile to discourage infestation and dispersion of bark beetles.
- A mulch layer approximately 4-inches deep shall be applied to the ground under selected trees prior to, maintained during, and following construction. Only 1 to 2 -inches of mulch shall be applied within 1 to 2-feet of the trunk. Under no circumstances shall any soil or mulch be placed against the root crown (base) of trees. The best source of mulch would be from chipped material generated on site.
- If trees along near the development are visibly declining in vigor, a Professional Forester or Certified Arborist should be contacted to inspect the site to recommend a course of action.

Compliance or Monitoring Action to be Performed: Mitigation Measure Monitoring Action No. 2a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall include a note on the construction plans encompassing the language contained within Mitigation Measure No. 2 to RMA-Planning for review and approval.

Mitigation Measure Monitoring Action No. 2b: Prior to final of construction permits for grading and/or building, the owner, applicant, or project arborist shall submit a final report to RMA-Planning demonstrating that implementation of the best management practices was successful.

9. MITIGATION MEASURE 3: GENERAL TREE PROTECTION STANDARDS

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Mitigation Measure No. 3: General Tree Protection Standards. In order to ensure impacts to Monterey Cypress trees during construction are minimized, the following protection measures shall be in place during grading and construction activity shall be implemented in consultation with, and approved by the project arborist and biologist:

- Trees located adjacent to the construction area shall be protected from damage by construction equipment by the use of free standing cross braced temporary fencing and through wrapping of trunks with protective materials. Mulching (4-inch deep) shall be placed in the critical root zone areas within fenced areas.
- Fencing shall consist of chain link, snowdrift, plastic mesh, hay bales, or field fence.
- Fencing is not to be attached to the tree but free standing with 2x4 wood or metal cross bracing to be self-supporting so as not to damage trees. Fencing shall be rigidly supported and shall stand a minimum of height of four feet above grade and placed to the farthest extent possible from the trees base to protect the area within the trees drip line (typically 10 to 12-feet away from the base of a tree).
- In cases where access or space is limited for tree protection it is permissible to protect the tree within the 10 to 12-foot distance after determination and approval by a qualified forester or arborist.
- Soil compaction, parking of vehicles or heavy equipment, stockpiling of construction materials, and/or dumping of materials should not be allowed adjacent to trees on the property especially within fenced areas.
- Areas anticipated to have construction equipment near trees should have root zones mulched with cypress wood chips placed around to spread equipment load and to protect against soil compaction.
- Fenced areas and the trunk protection materials should remain in place during the entire construction period.

Compliance or Monitoring Action to be Performed: Mitigation Measure Monitoring Action No. 3a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall include a note on the construction plans encompassing the language contained within Mitigation Measure No. 3 to RMA-Planning for review and approval.

Mitigation Measure Monitoring Action No. 3b: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall submit a tree protection plan consistent with the measures outlined within Mitigation Measure No. 3 to RMA-Planning for review and approval.

Mitigation Measure Monitoring Action No. 3c: Prior to final of construction permits for grading and/or building, the owner, applicant, or project arborist shall submit a final report to RMA-Planning demonstrating that implementation of the tree protection measures was successful.

10. MITIGATION MEASURE 4: TREE PROTECTION STANDARDS DURING GRADING AND EXCAVATION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Mitigation Measure No. 4: Tree Protection Standards During Grading and Excavation. In order to ensure impacts to cypress trees during excavation, trenching, and construction of foundations are minimized, the following measures shall be implemented and approved by a qualified arborist or forester:

- All trenching, grading or any other digging or soil removal that is expected to encounter tree roots should be monitored by a qualified arborist or forester to ensure against drilling or cutting into or through major roots.
- The project architect and qualified arborist should be on site during excavation activities to direct any minor field adjustments that may be needed.
- Trenching for retaining walls or footings located adjacent to any tree should be done by hand where practical and any roots greater than 3-inches diameter should be bridged or pruned appropriately.
- Removal of the organic layer of the upper soil profile for installation of the driveway and motor court shall be done by hand. If any roots encountered are larger than 1 -inch, that shall be preserved within the aggregate base material, subject to evaluation by a certified arborist.
- Installation of utility connections shall be outside cypress driplines to the extent feasible. Trenching shall be accomplished by hand, air, or water, with all roots larger than 1-inch to be preserved to the extent that is compatible with the placement of the utility conveyances into their trenches.
- Any roots that must be cut should be cut by manually digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root pruning equipment.
- Any roots damaged during grading or excavation should be exposed to sound tissue and cut cleanly with a saw.

If at any time potentially significant roots (over 3-inches in diameter) are discovered:

- The arborist/forester will be authorized to halt excavation until appropriate mitigation measures are formulated and implemented.
- If significant roots are identified that must be removed that will destabilize or negatively affect the target trees (not anticipated with the present design), the property owner will be notified immediately and a determination for removal will be assessed and made as required by law for treatment of the area that will not risk death decline or instability of the tree consistent with the implementation of appropriate construction design approaches to minimize affects, such as hand digging, bridging or tunneling under roots, etc.

**Compliance or
Monitoring
Action to be Performed:**

Mitigation Measure Monitoring Action No. 4a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall include a note on the construction plans encompassing the language contained within Mitigation Measure No. 4 to RMA-Planning for review and approval.

Mitigation Measure Monitoring Action No. 4b: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall, in accordance with Mitigation Measure No. 3, submit a tree protection plan to RMA-Planning for review and approval. This plan shall also incorporate measures outlined within Mitigation Measure No. 4.

Mitigation Measure Monitoring Action No. 4c: Prior to final of construction permits for grading and/or building, the owner, applicant, or project arborist shall submit a final report to RMA-Planning demonstrating that implementation of the tree protection measures was successful.

11. MITIGATION MEASURE 5: TREE PRUNING GUIDELINES

Responsible Department: RMA-Planning

- Condition/Mitigation Monitoring Measure:** Mitigation Measure No. 5: Tree Pruning Guidelines. Pruning of retained trees is expected for this site and shall be limited to only those areas necessary for a safe working and living environment. In order to ensure long-term health of each individual tree, the owner/applicant shall incorporate these specified guidelines during tree pruning activities.
- Pruning shall be limited to trees that have major deadwood that present significant risk or are exhibiting some structural defect or disease that must be compensated.
 - Trees should be monitored on occasion for health and vigor after pruning. Should the health and vigor of any tree decline it will be treated as appropriately recommended by a certified arborist or qualified forester.
 - Trees shall be pruned first for safety, next for health, and finally, only if necessary, for aesthetics.
 - Type of pruning is determined by the size of branches to be removed. General guidelines for branch removal are:
 - o Fine Detail pruning – Limbs under 2-inches in diameter are removed.
 - o Medium Detail Pruning – Limbs between 2 and 4-inch in diameter.
 - o Structural Enhancement – Limbs greater than 4-inches diameter.
 - o Broken and cracked limbs – Will be removed in high traffic areas of concern.
 - Crown thinning is the cleaning out of or removal of dead diseased, weakly attached, or low vigor branches from a tree crown. All trees will be assessed on how a tree will be pruned from the top down.
 - o Trimmers shall favor branches with strong, U- shaped angles of attachment and where possible remove branches with weak, V-shaped angles of attachment and/or included bark.
 - o Lateral branches shall be evenly spaced on the main stem of young trees and areas of fine pruning.
 - o Branches that rub or cross another branch may be removed where possible.
 - o Lateral branches may be no more than one-half to three-quarters of the diameter of the stem to discourage the development of codominant stems where feasible.
 - o In most cases trimmers shall not remove more than one-quarter of the living crown of a tree at one time. If it is necessary to remove more, it shall be conducted over successive years.
 - Crown raising removes the lower branches of a tree to provide clearance for buildings, vehicles, pedestrians and vistas.
 - o Live branches on at least two-thirds of a tree's total height shall be maintained wherever possible. The removal of many lower branches will hinder the development of a strong stem.
 - o All basal sprouts and vigorous epicormic sprouts shall be removed where feasible.
 - Crown reduction is used to reduce the height and/or spread of trees and is used for maintaining the structural integrity and natural form of a tree.
 - o Crown reduction pruning shall be used only when absolutely necessary. Pruning cuts shall be at a lateral branch that is at least one third the diameter of the stem to be removed wherever possible.
 - o When it is necessary to remove more than half of the foliage from a branch it may be necessary remove the entire branch.

**Compliance or
Monitoring
Action to be Performed:**

Mitigation Measure Monitoring Action No. 5a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall include a note on the construction plans encompassing the language contained within Mitigation Measure No. 5 to RMA-Planning for review and approval.

Mitigation Measure Monitoring Action No. 5b: Prior to final of construction permits for grading and/or building, the owner, applicant, or project arborist shall submit a final report to RMA-Planning demonstrating that implementation of the tree protection measures was successful.

12. MITIGATION MEASURE 6: DEER MOVEMENT/WILDLIFE MOVEMENT

Responsible Department: RMA-Planning

**Condition/Mitigation
Monitoring Measure:**

Mitigation Measure No. 6: Deer Movement. Recognizing the importance of maintaining effective wildlife movement corridors in urban and developing landscapes, the owner/applicant shall coordinate with the project biologist to design perimeter fencing facilitating unabated movement by wildlife.

**Compliance or
Monitoring
Action to be Performed:**

Mitigation Measure Monitoring Action No. 6. Prior to issuance of construction permits for grading and/or building, the owner/applicant shall coordinate with the project biologist to incorporate smart fence and design elements on the project site that will facilitate unabated movement by wildlife – and particularly deer- across the property, or a portion of the property, from 17-Mile Drive and the adjoining (north-side) park lot. Whether this entails permanently removing downed fencing or a newly designed fence, the owner/applicant shall submit a site plan and photographs identifying and illustrating point(s) of passage according to the existing patterns of movement observed by the project biologist.

13. MITIGATION MEASURE 7: PROTECTION OF REPTILES, WILDLIFE-FRIENDLY NETTING DESIGN AND PRACTICES

Responsible Department: RMA-Planning

**Condition/Mitigation
Monitoring Measure:**

Mitigation Measure No. 7: Protection of Reptiles, wildlife-friendly netting designs and practices. To minimize wildlife entanglement and plastic debris pollution, choose temporary erosion and sediment control products that either do not contain netting, or that contain netting manufactured from 100% biodegradable non-plastic materials such as jute, sisal, or coir fiber. Local snakes are highly susceptible to entrapment, injury and death when caught in the plastic, nylon and vinyl mesh-netting that is commonly used to bind erosion control materials. In particular, the net-wrapping that typically is used to encase 'coconut rolls' and 'fiber blankets' are dangerous and universally lethal to snakes that become entangled when attempting to move through the netting. There are many temporary erosion and sediment control products available that do not contain plastic netting.

**Compliance or
Monitoring
Action to be Performed:**

Mitigation Measure Monitoring Action No. 7a. All erosion and sediment control measures employed by project contractors shall specifically utilize materials that employ natural fiber mesh and netting, exclusively. The owner/applicant shall submit photographs illustrating point(s) of passage according to the existing patterns of movement identified by the project biologist.

Mitigation Measure Monitoring Action No. 7b. When no longer required, temporary erosion and sediment control products should be promptly removed.

14. PD005 - FISH & GAME FEE NEG DEC/EIR

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Pursuant to the State Public Resources Code Section 753.5, State Fish and Game Code, and California Code of Regulations, the applicant shall pay a fee, to be collected by the County, within five (5) working days of project approval. This fee shall be paid before the Notice of Determination is filed. If the fee is not paid within five (5) working days, the project shall not be operative, vested or final until the filing fees are paid. (RMA - Planning)

Compliance or Monitoring Action to be Performed: Within five (5) working days of project approval, the Owner/Applicant shall submit a check, payable to the County of Monterey, to the Director of RMA - Planning.

If the fee is not paid within five (5) working days, the applicant shall submit a check, payable to the County of Monterey, to the Director of RMA - Planning prior to the recordation of the final/parcel map, the start of use, or the issuance of building permits or grading permits.

15. PD006 - CONDITION OF APPROVAL / MITIGATION MONITORING PLAN

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant shall enter into an agreement with the County to implement a Condition of Approval/Mitigation Monitoring and/or Reporting Plan (Agreement) in accordance with Section 21081.6 of the California Public Resources Code and Section 15097 of Title 14, Chapter 3 of the California Code of Regulations. Compliance with the fee schedule adopted by the Board of Supervisors for mitigation monitoring shall be required and payment made to the County of Monterey at the time the property owner submits the signed Agreement. The agreement shall be recorded. (RMA - Planning)

Compliance or Monitoring Action to be Performed: Within sixty (60) days after project approval or prior to the issuance of building and grading permits, whichever occurs first, the Owner/Applicant shall:

- 1) Enter into an agreement with the County to implement a Condition of Approval/Mitigation Monitoring Plan.
- 2) Fees shall be submitted at the time the property owner submits the signed Agreement.
- 3) Proof of recordation of the Agreement shall be submitted to RMA-Planning.

16. EROSION CONTROL PLAN

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall submit an Erosion Control Plan in conformance with the requirements of Monterey County Code Chapter 16.12. The Erosion Control Plan shall include a construction entrance, concrete washout, stockpile area(s), material storage area(s), portable sanitation facilities and waste collection area(s), as applicable. (RMA-Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to issuance of any grading or building permits, the applicant shall submit an Erosion Control Plan to RMA-Environmental Services for review and approval.

17. GEOTECHNICAL CERTIFICATION

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall provide certification from a licensed practitioner that all development has been constructed in accordance with the recommendations in the project Geologic Report and Soil Engineering Investigation. (RMA- Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to final inspection, the owner/applicant shall provide RMA-Environmental Services a letter from a licensed practitioner.

18. GRADING PLAN

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall submit a Grading Plan incorporating the recommendations from the project Geologic Report and Soil Engineering Investigation prepared by Landset Engineers Inc. The Grading Plan shall include contour intervals and cross-sections that identify the existing grade, proposed grade, and the extent of any proposed excavation and/or fill. The Grading Plan shall include the geotechnical inspection schedule that identifies when the inspections will be completed, who will conduct the inspection (i.e., PG, PE, and/or Special Inspector), a description of the required inspection, inspector name, and the completion date. The applicant shall also provide certification from the licensed practitioner that the Grading Plan incorporates their geotechnical recommendations. (RMA-Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to issuance of any grading or building permits, the applicant shall submit a Grading Plan to RMA-Environmental Services for review and approval.

Prior to issuance of any grading or building permits, the applicant shall submit certification from a licensed practitioner that they have reviewed the Grading Plan for conformance with the geotechnical recommendations.

19. INSPECTION-DURING ACTIVE CONSTRUCTION

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall schedule an inspection with RMA-Environmental Services to inspect drainage device installation, review the maintenance and effectiveness of BMPs installed, and to verify that pollutants of concern are not discharged from the site. At the time of the inspection, the applicant shall provide certification that all necessary geotechnical inspections have been completed to that point. This inspection requirement shall be noted on the Erosion Control Plan. (RMA – Environmental Services)

Compliance or Monitoring Action to be Performed: During construction, the applicant shall schedule an inspection with RMA-Environmental Services.

20. INSPECTION-FOLLOWING ACTIVE CONSTRUCTION

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall schedule an inspection with RMA-Environmental Services to ensure all disturbed areas have been stabilized and all temporary erosion and sediment control measures that are no longer needed have been removed. This inspection requirement shall be noted on the Erosion Control Plan. (RMA – Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to final inspection, the owner/applicant shall schedule an inspection with RMA-Environmental Services.

21. INSPECTION-PRIOR TO LAND DISTURBANCE

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall schedule an inspection with RMA-Environmental Services to ensure all necessary sediment controls are in place and the project is compliant with Monterey County regulations. This inspection requirement shall be noted on the Erosion Control Plan. (RMA – Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to commencement of any land disturbance, the owner/applicant shall schedule an inspection with RMA-Environmental Services.

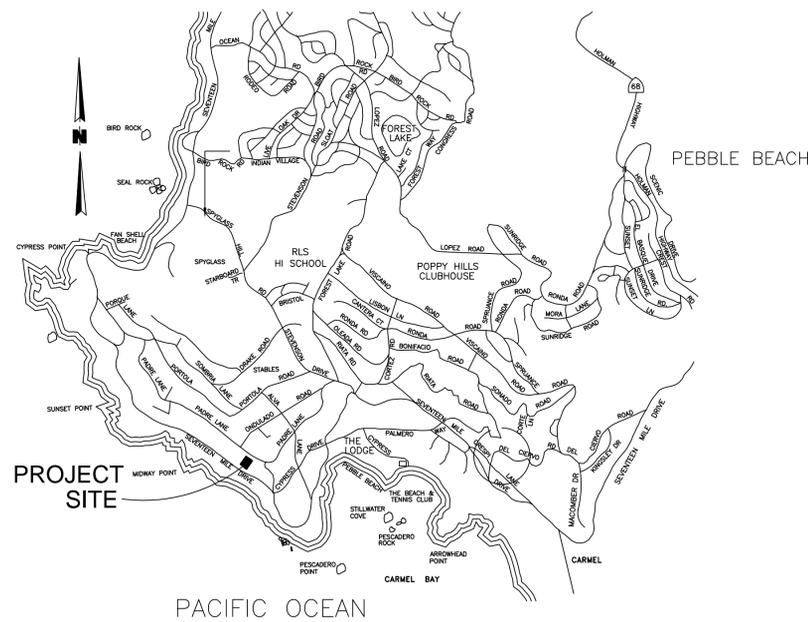
GENERAL CONDITIONS

1. Examination of the site and portions thereof which will affect this work shall be made immediately by the contractor, who shall compare it with the drawings and satisfy himself to conditions under which work is to be performed. He shall at such time ascertain and check locations of the existing structures and equipment which may affect his work.
2. Contractor shall provide a complete cost breakdown and schedule of construction for this project for owner approval prior to commencement of work.
3. Contractor shall be responsible to obtain and all necessary permits, inspections, certificates, lien releases, final inspections, etc. Contractor to coordinate payment of permits with owner.
4. Contractor shall protect owner's area, new and/or existing materials and finishes from damage which may occur from construction, demolition, dust, water, etc., and shall provide and maintain temporary barricades, closure walls, etc., as required to protect the public and owner during the period of construction. Damage to new and existing materials, finishes, structures, and equipment shall be repaired or replaced. Contractor shall coordinate temporary barricades with owner prior to commencement of work as necessary.
5. Materials that are specified by their brand names establish standards of quality and performance. Any request for substitution shall be submitted to Moore Design LLC and owner for review for equal quality and performance and shall not be purchased or installed without their written approval. All non-specified products shall conform to requirements set forth by code compliance or industry standards and contractor shall submit a list of products and manufacturers being used for review by the designer prior to purchase or installation.
6. All construction work, architectural, mechanical, plumbing, electrical, etc., as may be required, shall conform to the latest edition of the California Building Code/ California Residential Code and the latest edition of all governing codes and regulations as adopted by the governing jurisdiction. All work shall be done in a thorough, workmanlike manner and equal to the best standards of the practice.
7. All dimensions on construction drawings are face of stud (f.o.s.), face of cmu, unless otherwise noted to be the center line of mullion, partition, or column, etc.
8. All dimensions take precedence over scale. Any discrepancies shall be brought immediately to the attention of Moore Design. Contractors shall not scale drawings. Questions regarding dimensions shall be brought to the designer or owner prior to any start of work.
9. All construction documents are complementary, and what is called for by any will be binding as if called for by all. Any work shown or referred to on any construction documents shall be provided as though on all related documents. Discrepancies shall be brought immediately to the attention of the designer for clarification.
10. All work listed, shown or implied on any construction document shall be supplied and installed by the contractor except where noted. The contractor shall closely coordinate his work with that of other contractors or vendors to assure that all schedules are met and that all work is done in conformance with manufacturer's requirements. Work required under this contract shall include all labor, materials, equipment, etc. necessary to complete this project. All materials shall be new and unused, unless specifically noted and be a quality acceptable by industry standards.
11. The use of the word 'provide' in connection with any item specified is intended to mean that such shall be furnished, installed, and connected where so required, except as noted.
12. The contractor shall submit shop drawings for fabricated items, cut sheets of all fixtures and equipment, and samples of all finishes called for by the designer and owner for approval prior to construction and/or installation.
13. The contractor shall maintain a current and complete set of construction documents on the job site during all phases of construction for use of all trades and shall provide all subcontractors with current construction documents as required. The contractor, in assuming responsibility for the work indicated, shall comply with the spirit as well as with the letter in which they were drawn.
14. The contractor shall remove all rubbish and waste materials of all subcontractors and trades on a regular basis, and shall exercise strict control over job cleaning to prevent any dirt, debris or dust from affecting, in any way, finished areas in or outside the job site.
15. The construction documents are provided to illustrate the design and general type of construction desired and imply the finest quality of construction, material and workmanship throughout.
16. All electrical, mechanical, and plumbing work and materials shall be in full accordance with the latest rules and regulations of the national board of fire underwriters, the state fire marshal, the safety orders of the division of industrial safety, and any applicable state or local laws and ordinances. Nothing on these drawings is to be construed to permit work not conforming to these codes.
17. Work which is obviously required to be performed in order to provide a completely operable installation within the limits and scope of work, but which may not be specifically included in the plans, shall be performed by contractor and included in his bid.
18. All work shall be guaranteed against defects in design, installation and material for a minimum period of one year from date of completion.
19. Contractor shall personally supervise and direct the work or shall keep a competent employee, authorized to receive instructions and act on the contractor's behalf, continuously on site during working hours.
20. Trees adjacent to structures and over driveways shall be trimmed to clear structures and provide 15' clearance over drives. Protect other trees during construction (see forest mgmt. plan). No tree shall be removed unless called for in the plans and a permit is first issued by the local jurisdiction.

ABBREVIATIONS AND SYMBOLS

APPROX.	APPROXIMATE	O.C.	ON CENTER	(U)	WALL LINE	(S)	SECTION
BLK	BLOCK	O.D.	OUTSIDE DIAMETER	(A)	NUMBERS VERTICAL	(S)	SECTION IDENTIFICATION
CLO.	CLOSET	PLYWD	PLYWOOD	(L)	LETTERS HORIZONTAL	(S)	SHEET WHERE SECTION IS DRAWN
CONC.	CONCRETE	REF	REFRIGERATOR	(D)	DOORS SYMBOL NUMBERS	(E)	ELEVATION
CONT.	CONTINUOUS	R.O.	ROUGH OPENING	(W)	WINDOW TYPE-NUMBERS	(E)	ELEVATION IDENTIFICATION
DS	DOWNSPOUT	SHWR	SHOWER	(C)	DETAIL NUMBER	(R)	REVISIONS-NUMBERS
DW	DISHWASHER	SMBR	SMOKE	(S)	SHEET WHERE DETAIL IS LOCATED	(C)	CLOUD AROUND REVISION OPTIONAL
(E)	EXISTING	SKYLEHT	SKYLEHT	(N)	SHEET NOTE	(+8'-0")	CILING HEIGHT
F.O.C.	FACE OF CONCRETE	TRG	TONGUE AND GROOVE				
F.O.S.	FACE OF STUD	T.O.P.	TOP OF PLATE				
GALV.	GALVANIZED	TYP.	TYPICAL				
GYP.	GYPSPUM	U.O.N.	UNLESS OTHERWISE				
G.W.B.	GYPSPUM WALLBOARD	NOTED	NOTED				
FLR	FLOOR	WP	WATERPROOF				
HWDD	HARDWOOD	W/	WITH				
N.I.C.	NOT IN CONTRACT	W/O	WITHOUT				
N.T.S.	NOT TO SCALE	W.I.C.	WALK IN CLOSET				

VICINITY MAP



THE BAILEY REMODEL AND ADDITION

PEBBLE BEACH, CA

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L-2	PLANTING PLAN
L-3	IRRIGATION PLAN
L-4	LANDSCAPE LIGHTING
L-5	ENTRANCE WALL & GATE

PROJECT DIRECTORY

PROPERTY OWNER	CAROLINE BAILEY 7 MIDDEN LANE TIBURON CA 94920 415-609-6106
DESIGNER	MOORE DESIGN, LLC CONTACT: JOHN MOORE 225 CANNERY ROW, SUITE 1 MONTEREY, CA. 93940 TEL (831) 642-9732 FAX (831) 401-3292 EMAIL: john@mooredesign.org
SURVEYOR & CIVIL ENGINEER	H.D. Peters Co., Inc. CONTACT: Allen Seanson 119 Central Ave. Salinas, CA. 93901 TEL (831) 424-3961 al@hdpeters.com
LANDSCAPE ARCHITECT	HALL LANDSCAPE DESIGN CONTACT: SCOTT HALL 582 LIGHTHOUSE AVE, SUITE 4 PACIFIC GROVE, CA. 93950 TEL (831) 655-3808 FAX (831) 655-3854 scott@halllandscape.com
HISTORIAN	PAST CONSULTANTS CONTACT: SETH BERGSTEN P.O. Box 721 PACIFIC GROVE, CA. 93950 TEL (415) 515-6224 seth@pastconsultants.com
GEOTECHNICAL ENGINEER	LANDSET ENGINEERS, INC. CONTACT: BRIAN PAPURELLO 520 CRAZY HORSE RD. SALINAS, CA 93907 TEL (831) 443-6970 FAX (831) 443-3801 bpapurello@landseteng.com
BIOLOGIST	EMC PLANNING GROUP INC. CONTACT: ANDREA EDWARDS 301 LIGHTHOUSE AVE, SUITE C MONTEREY, CA 93940 TEL (831) 649-1799 EXT.209 CELL (831) 747-0052 EDWARDS@EMCPLANNING.COM
ARCHAEOLOGIST	ARCHAEOLOGICAL CONSULTING CONTACT: GARY BRESCHEN PO BOX 3377 SALINAS, CA 93912 TEL (831) 422-4912 FAX (831) 422-4913

PROJECT INFORMATION

OWNER:	CAROLINE BAILEY (415) 609-6106			
OWNER ADDRESS:	7 MIDDEN LANE TIBURON, CA 94920			
PROJECT ADDRESS:	3257 17 MILE DRIVE PEBBLE BEACH, CA 93953			
A.P.N.:	008-461-010-000			
PROJECT SCOPE:	SINGLE STORY ADDITIONS (2,717 SF) TO EXISTING SINGLE STORY SINGLE FAMILY RESIDENCE. NEW 3-CAR ATTACHED GARAGE (1,135 SF).			
PROJECT VALUATION:	\$825,000			
RELATED PERMIT:	PLN1606608			
PROJECT CODE COMPLIANCE:	2016 - Title 24, California Residential Code (CRC), California Building Code (CBC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Electrical Code (CEC), California Energy Code (CEC), California Green Building Standards Code (CALGREEN), California Fire Code (CFC), Monterey Co. Code Local Amendments			
ZONE:	LDR/2.5-D(C2)			
MAX BLDG. HT.:	14'-1" (30' ALLOWED)			
CONSTR. TYPE:	TYPE V-B			
OCCUPANCY:	R-3 (RESIDENTIAL), U			
FIRE SPRINKLERS:	TO BE INSTALLED - OVER 50%			
WATER SYSTEM:	CALAM			
SEWER SYSTEM:	PBCSD			
TREE REMOVAL:	NONE			
TOPOGRAPHY:	GENTLY SLOPING UPWARD (LESS THAN 25%)			
GRADING:	531 CY CUT / 143 FILL			
LOT SIZE:	1.24 ACRES / 54,014 SF			
LOT COVERAGE CALCS:	ALLOWED (15%) = 8,102 SF / PROPOSED (11.3%) 6,128 SF			
BUILDING COVERAGE	EXISTING	DEMO	ADDITIONS	TOTAL
RESIDENCE	1,903	-18	2,717	4,602
COVERED FRONT PORCH	451	-60	0	391
GARAGE/STORAGE	0	0	1,135	1,135
TOTAL	2,354 SF	-78 SF	3,852 SF	6,128 SF
PAVED AREAS	EXISTING	DEMO	NEW	TOTAL
DRIVEWAY	5,422	-5,422	4,270	4,270
PATIO / WALK	1,104	-1,104	1,658	1,658
TOTAL	6,526 SF	-6,526 SF	5,928 SF	5,928 SF
FLOOR AREA CALCS:	ALLOWED (17.5%) = 9,452 SF / PROPOSED (10.1%) 5,304 SF			
RESIDENCE	EXISTING	DEMO	ADDITIONS	TOTAL
RESIDENCE	1,903	-18	2,717	4,602
GARAGE/STORAGE	0	0	1,135	1,135
TOTAL	1,903 SF	-18 SF	3,852 SF	5,737 SF
REMODELED AREA	877 SF			

PROJECT NAME:

BAILEY REMODEL AND ADDITION

3257 17 MILE DRIVE
PEBBLE BEACH, CA
93953

APN: 008-461-010-000



225 CANNERY ROW, SUITE 1
MONTEREY CA. 93940
831.642.9732 FAX 831.401.3292
john@mooredesign.org

DRAWING RECORD

DESCRIPTION	ISSUED
PRE-APP SUBMIT	9/14/2016
PB SUBMIT	4/18/2017
CNTY-PLN SUBMIT	4/20/2017
PLN RESUBMIT	8/28/2017

PRINT DATE: 8/26/2017

MEMBER



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SHEET TITLE:

COVER SHEET / PROJECT INFO

SHEET NUMBER:

A0.1

PLANNING CONDITIONS

FIRE DEPARTMENT CONDITIONS

FIRE007 - DRIVEWAYS - Driveways shall not be less than 12 feet wide unobstructed, with an unobstructed vertical clearance of not less than 15 feet. The grade for all driveways shall not exceed 15 percent. Where the grade exceeds 8 percent, a minimum structural roadway surface of 0.17 feet of asphaltic concrete on 0.34 feet of aggregate base shall be required. The driveway surface shall be capable of supporting the imposed load of fire apparatus (22 tons), and be accessible by conventional drive vehicles, including sedans. For driveways with turns 90 degrees and less, the minimum horizontal inside radius of curvature shall be 25 feet. For driveways with turns greater than 90 degrees, the minimum horizontal inside radius curvature shall be 28 feet. For all driveway turns, an additional surface of 4 feet shall be added. All driveways exceeding 150 feet in length, but less than 800 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 800 feet, turnouts shall be provided at no greater than 400-foot intervals. Turnouts shall be a minimum of 12 feet wide and 30 feet long with a minimum of 25-foot taper at both ends. Turnarounds shall be required on driveways in excess of 150 feet of surface length and shall be located within 50 feet of the primary building. The minimum turning radius for a turnaround shall be 40 feet from the center line of the driveway. If a hammerhead/T is used, the top of the "T" shall be a minimum of 60 feet in length. Responsible Land Use Department: Fire District

FIRE008 - GATES - All gates providing access from a road to a driveway shall be located at least 30 feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road. Gate entrances shall be at least the width of the traffic lane but in no case less than 12 feet wide. Where a one-way road with a single traffic lane provides access to a gated entrance, a 40-foot turning radius shall be used. Where gates are to be locked, the installation of a key box or other acceptable means for immediate access by emergency equipment may be required. Responsible Land Use Department:

FIRE011 - ADDRESSES FOR BUILDINGS - All buildings shall be issued an address in accordance with Monterey County Ordinance No. 1241. Each occupancy, except accessory buildings, shall have its own permanently posted address. When multiple occupancies exist within a single building, each individual occupancy shall be separately identified by its own address. Letters, numbers and symbols for addresses shall be a minimum of 4-inch height, 1/2-inch stroke, contrasting with the background color of the sign, and shall be Arabic. The sign and numbers shall be reflective and made of a noncombustible material. Address signs shall be placed at each driveway entrance and at each driveway split. Address signs shall be visible and legible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter. Address signs along one-way roads shall be visible from both directions of travel. Where multiple addresses are required at a single driveway, they shall be mounted on a single sign. Where a roadway provides access solely to a single commercial occupancy, the address sign shall be placed at the nearest road intersection providing access to that site. Permanent address numbers shall be posted prior to requesting final clearance.

FIRE016 - SETBACKS - All parcels 1 acre and larger shall provide a minimum 30-foot setback for new buildings and accessory buildings from all property lines and/or the center of the road. For parcels less than 1 acre, alternate fuel modification standards or other requirements may be imposed by the local fire jurisdiction to provide the same practical effect.

FIRE017 - DISPOSAL OF VEGETATION AND FUELS - Disposal, including chipping, burying, or removal to a landfill site approved by the local jurisdiction, of vegetation and debris caused by site development and construction, road and driveway construction, and fuel modification shall be completed prior to final clearance of the related permit.

FIRE019 - DEFENSIBLE SPACE REQUIREMENTS - (STANDARD) - Manage combustible vegetation from within a minimum of 100 feet of structures, or to the property line, whichever is closer. Trim tree limbs to a minimum height of 6 feet from the ground. Remove tree limbs from within 10 feet of chimneys. Additional and/or alternate fire protection or firebreaks approved by the fire authority may be required to provide reasonable fire safety. Environmentally sensitive areas may require alternative fire protection, to be determined by Reviewing Authority and the Director of Planning and Building Inspection.

FIRE021 - FIRE PROTECTION EQUIPMENT & SYSTEMS - FIRE SPRINKLER SYSTEM (STANDARD) - The building(s) and attached garage(s) shall be fully protected with automatic fire sprinkler system(s). Installation shall be in accordance with the applicable NFPA standard. A minimum of four (4) sets of plans for fire sprinkler systems must be submitted by a California licensed C-16 contractor and approved prior to installation. This requirement is not intended to delay issuance of a building permit. A rough sprinkler inspection must be scheduled by the installing contractor and completed prior to requesting a framing inspection.

FIRE024 - FIRE ALARM SYSTEM - (SINGLE FAMILY DWELLING) - The residence shall be fully protected with an approved household fire warning system as defined by NFPA Standard 72. Plans and specifications for the household fire warning system shall be submitted by a California licensed C-10 contractor and approved prior to installation. Household fire warning systems installed in lieu of single-station smoke alarms required by the Uniform Building Code shall be required to be placarded as permanent building equipment.

FIRE025 - SMOKE ALARMS - (SINGLE FAMILY DWELLING) - Where a household fire warning system or combination fire/burglar alarm system is installed in lieu of single-station smoke alarms required by the California Building Code or California Residential Code, the alarm panel shall be required to be placarded as permanent building equipment.

FIRE029 - ROOF CONSTRUCTION - (CYPRESS FPD & PEBBLE BEACH CSD) - All new structures, and all existing structures receiving new roofing over 25 percent or more of the existing roof surface within a one-year period, shall require a minimum of RCO Class A roof construction

FIRE030 - GENERATOR - (NON-STANDARD CONDITION) - Generator panel shut-off requirements and signage. Generator sheet will be obtained from the Fire Department, filled out and submitted to the Fire Department. Prior to final building inspection, Applicant or owner shall submit the Generator form to the fire department. Prior to final building inspection, Applicant or owner shall schedule Fire Department clearance inspection.

FIRE031 - NON-STANDARD CONDITION - EMERGENCY ACCESS KEYBOX - Emergency access key box ("Knox Box") shall be installed and maintained. The type and location shall be approved by the fire department. The fire department shall be notified when locks are changed so that the emergency access key box can be maintained with current keys.

FIRE SPRINKLER CALCULATIONS

PROJECT NAME:

BAILEY REMODEL AND ADDITION

3257 17 MILE DRIVE
PEBBLE BEACH, CA
93953

APN: 008-461-010-000



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SHEET TITLE:

PLANNING CONDITIONS & FIRE NOTES

SHEET NUMBER:

A0.2

PROJECT NAME:
BAILEY REMODEL AND ADDITION

3257 17 MILE DRIVE
 PEBBLE BEACH, CA
 93953

APN: 008-461-010-000

MOORE DESIGN
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 john@mooredesign.org

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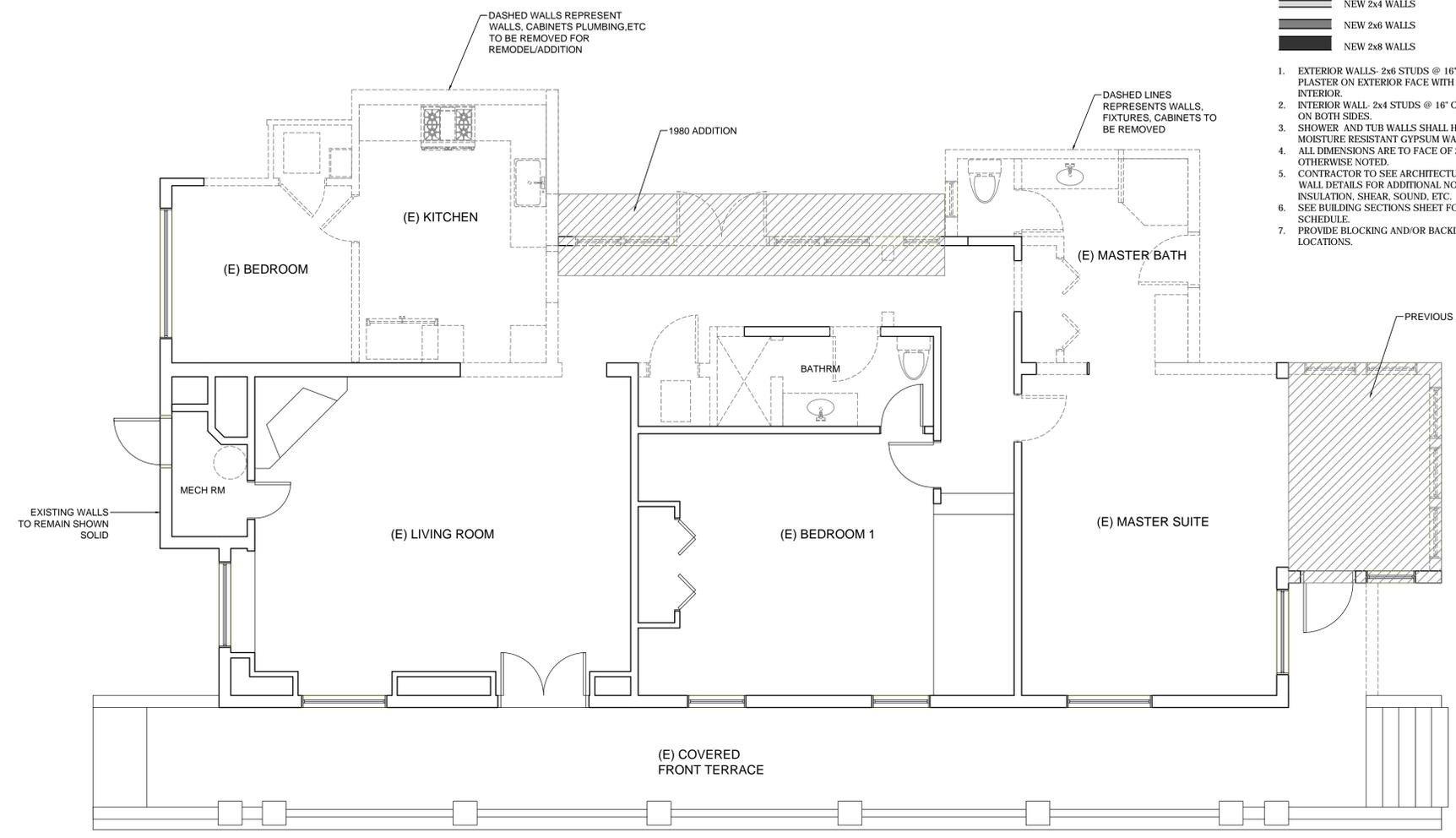
SHEET TITLE:
DEMO PLAN

SHEET NUMBER:
A2.0

WALL LEGEND

- DEMO WALLS
- EXISTING WALLS
- ===== NEW 2x4 WALLS
- ===== NEW 2x6 WALLS
- ===== NEW 2x8 WALLS

1. EXTERIOR WALLS- 2x6 STUDS @ 16" OC U.O.N. CEMENT PLASTER ON EXTERIOR FACE WITH 5/8" TYPE 'X' GWB ON THE INTERIOR.
2. INTERIOR WALL- 2x4 STUDS @ 16" OC WITH 5/8" TYPE 'X' GWB ON BOTH SIDES.
3. SHOWER AND TUB WALLS SHALL HAVE FLOOR TO CEILING MOISTURE RESISTANT GYPSUM WALLBOARD (CBC 2512).
4. ALL DIMENSIONS ARE TO FACE OF STUD, UNLESS OTHERWISE NOTED.
5. CONTRACTOR TO SEE ARCHITECTURAL & STRUCTURAL WALL DETAILS FOR ADDITIONAL NOTES REGARDING INSULATION, SHEAR, SOUND, ETC.
6. SEE BUILDING SECTIONS SHEET FOR INSULATION SCHEDULE.
7. PROVIDE BLOCKING AND/OR BACKING AT ALL TOWEL BAR LOCATIONS.



EXISTING DEMO PLAN
 1/4" = 1'-0"

PROJECT NAME:
BAILEY REMODEL AND ADDITION
 3257 17 MILE DRIVE
 PEBBLE BEACH, CA
 93953
 APN: 008-461-010-000

John Moore
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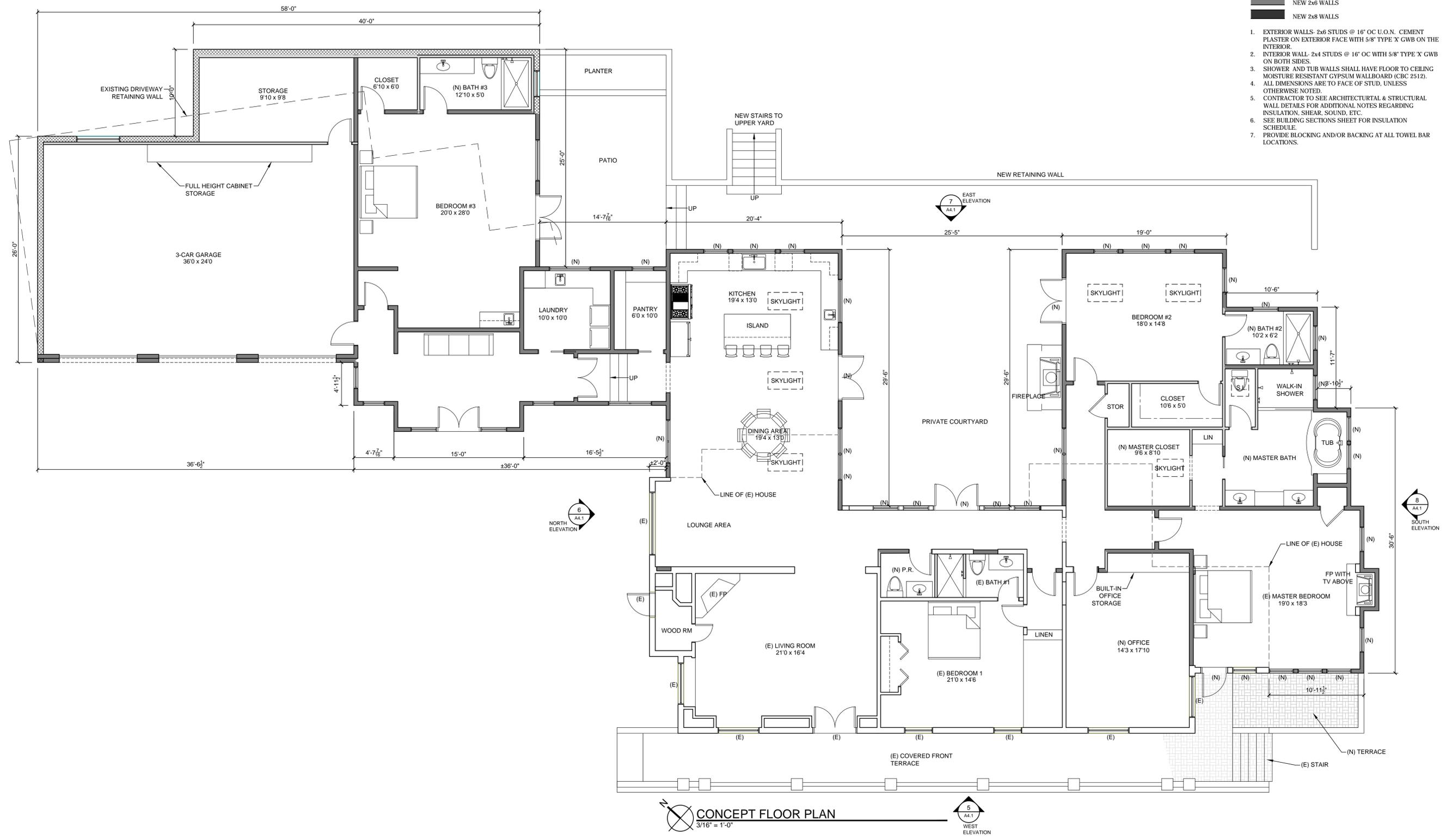
SHEET TITLE:
FLOOR PLAN

SHEET NUMBER:
A2.1

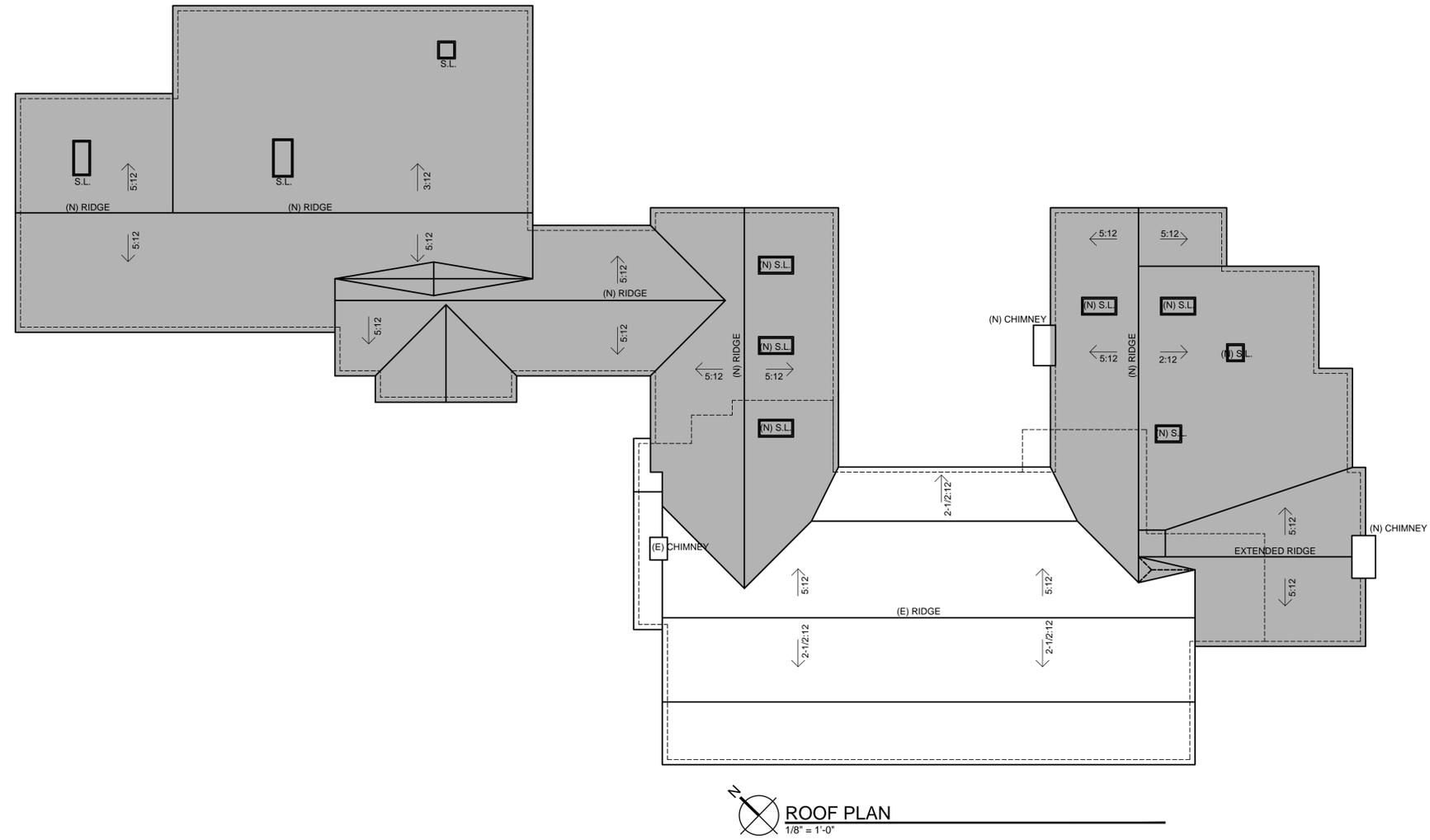
WALL LEGEND

- DEMO WALLS
- ===== EXISTING WALLS
- ===== NEW 2x4 WALLS
- ===== NEW 2x6 WALLS
- ===== NEW 2x8 WALLS

1. EXTERIOR WALLS- 2x6 STUDS @ 16" OC U.O.N. CEMENT PLASTER ON EXTERIOR FACE WITH 5/8" TYPE 'X' GWB ON THE INTERIOR.
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6. SEE BUILDING SECTIONS SHEET FOR INSULATION SCHEDULE.
7. PROVIDE BLOCKING AND/OR BACKING AT ALL TOWEL BAR LOCATIONS.



CONCEPT FLOOR PLAN
 3/16" = 1'-0"
 WEST ELEVATION



PROJECT NAME:
**BAILEY REMODEL
 AND ADDITION**

3257 17 MILE DRIVE
 PEBBLE BEACH, CA
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APN: 008-461-010-000

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SHEET TITLE:
ROOF PLAN

SHEET NUMBER:
A2.2

EXISTING EXTERIOR ELEVATIONS



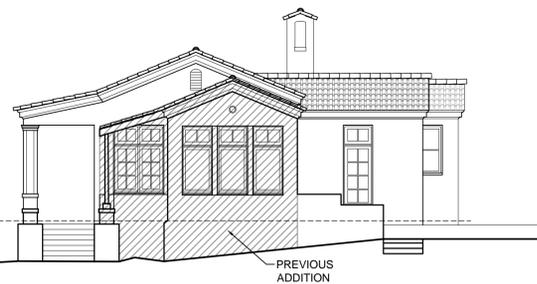
1 EXISTING WEST ELEVATION
1/8" = 1'-0"



2 EXISTING NORTH ELEVATION
1/8" = 1'-0"



3 EXISTING EAST ELEVATION
1/8" = 1'-0"

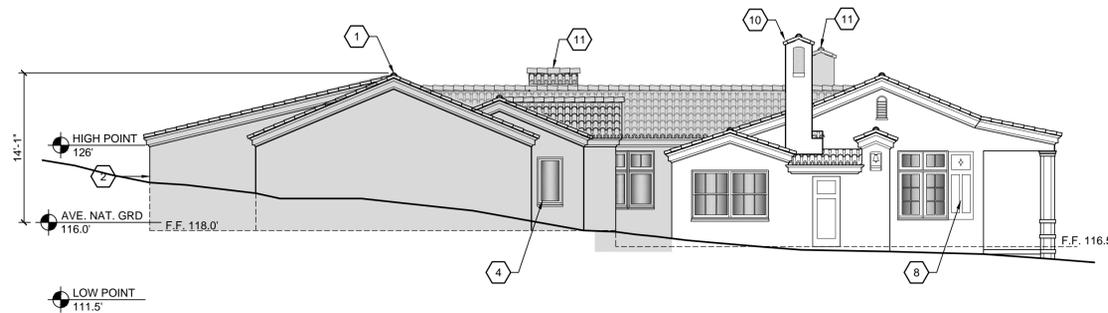


4 EXISTING SOUTH ELEVATION
1/8" = 1'-0"

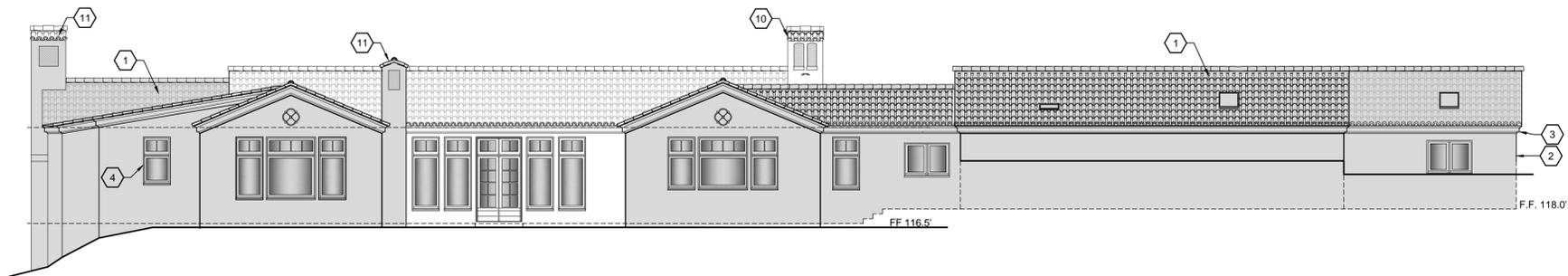
PROPOSED EXTERIOR ELEVATIONS



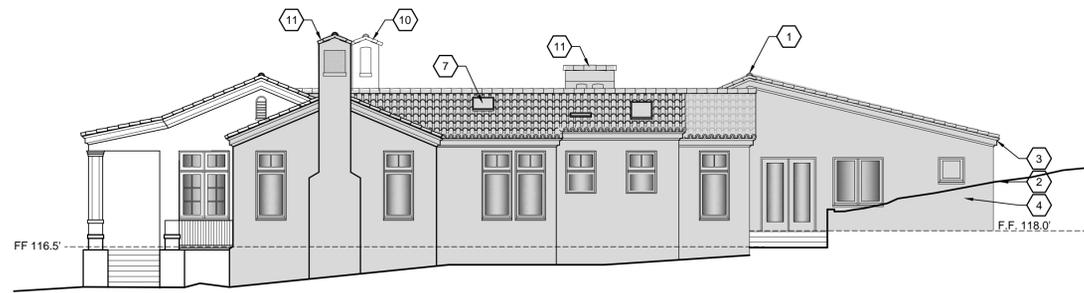
5 WEST ELEVATION
1/8" = 1'-0"



6 NORTH ELEVATION
1/8" = 1'-0"



7 EAST ELEVATION
1/8" = 1'-0"



8 SOUTH ELEVATION
1/8" = 1'-0"

SHEET NOTES

1. ROOF - 2-PIECE MISSION CLAY TILE (REDLANDS 2000 SERIES).
2. WALLS - PAINT (PRIMER & 2 COAT COLOR) OVER 7/8" CEM. PLASTER W/ EXP. METAL LATH & PLASTERIZER ADDITIVE (3 COAT PER CBC 2508.1) 0/2 LAYERS GRADE 'D' BLDG. PAPER.
3. EAVE DETAIL - PAINTED WOOD CORNICE MOULDING.
4. WINDOWS - PAINTED WOOD DOUBLE PANE WINDOWS..
5. GUTTERS - COPPER SQUARE GUTTERS WITH 3" SQUARE DOWNSPOUTS.
6. GUARDRAILS - POWDER COATED STAINLESS STEEL.
7. SKYLIGHT
8. PAINTED WOOD SHUTTER
9. PAINTED WOOD GARAGE DOORS
10. EXISTING CHIMNEY
11. NEW CHIMNEY

AREAS OF ADDITION OR REBUILDING SHOWN SHADED

PROJECT NAME:
BAILEY REMODEL AND ADDITION

3257 17 MILE DRIVE
PEBBLE BEACH, CA
93953

APN: 008-461-010-000

John Moore
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A | I
B | D
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SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET NUMBER:
A4.1

Bailey Addition & Remodel

3257 17 Mile Drive, Pebble Beach CA

APN: 008-461-010-000

All materials and colors to match existing

Front Elevation



Side Elevation



Attachment J

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*Before the Historic Resources Review Board in and for the
County of Monterey, State of California*

Resolution No. 160608 (Bailey)

Resolution by the Monterey County Historic Resources Review Board (HRRB) to recommend **approval of a Combined Development Permit consisting of: 1) Coastal Administrative Permit and Design Approval for 2,717-square feet of single story additions with attached garage; and 2) Coastal Development Permit to allow development within 100 feet of Environmentally Sensitive Habitat Area.**

Colors and materials to match existing residence. The project is located at 3257 17 Mile Drive, Pebble Beach (Assessor's Parcel Number 008-461-010-000), Del Monte Forest Land Use Plan, Coastal Zone.

WHEREAS, this matter was heard by the Historic Resources Review Board (HRRB) of the County of Monterey on **October 5, 2017**, pursuant to the regulations for the Preservation of Historic Resources as contained in Chapter 18.25 of the Monterey County Code and the Secretary of the Interior's Standards for the Treatment of Historic Properties (Rehabilitation).

WHEREAS, the parcel is located at 3257 17 Mile Drive, Pebble Beach within a "LDR [Low Density Residential District]" (APN: 008-461-010-000) of the County of Monterey. A Phase II Historic Assessment, prepared by PAST Consultants Inc., has determined the subject property to be eligible for the Monterey County Register of Historic Resources.

WHEREAS, John Moore, of Moore Design (applicant) filed with the County of Monterey, an application for a Combined Development Permit consisting of: 1) Coastal Administrative Permit and Design Approval for 2,717 square feet of single story additions with an attached garage; and 2) Coastal Development Permit to allow development within 100 feet of Environmentally Sensitive Habitat Area. Colors and materials to match existing (clay barrel-tile roof and stucco exterior wall cladding; proposed addition is differentiated from the historic structure).

WHEREAS, at the conclusion of the hearing, the matter was submitted to the HRRB for a recommendation. Having considered all the written and documentary information submitted, oral testimony, and other evidence presented before the HRRB, the HRRB rendered its decision to adopt findings and evidence to recommend **approval of the Combined Development Permit**, subject to the following findings:

Finding: The proposed work is **consistent with Section 20.54.080 of the Monterey County Zoning Code (Regulations for Historic Resources) and will neither adversely affect the significant architectural features of the historic resource nor adversely affect the**

character, historical, architectural, or aesthetic interest or value of the historic resource and its site.

Finding: A site visit was conducted by John Scourkes, AIA, chair of the Monterey County Historic Resources Review Board on November 18, 2016.

Finding: The use and exterior of the new improvements, addition, building or structure upon a historic resource site will **neither adversely affect nor** be incompatible with the use and exterior of existing historical resources, improvements, buildings and natural features of the site.

- Evidence:
1. **Combined Development Permit Application and other materials in file PLN160608 (Bailey).**
 2. **“LDR/2.5-D (CZ)” (Low Density Residential, 2.5 units per acre, Design Control overlay, Coastal Zone). Zoning regulations applicable to the site as found in Chapter 20.14, 21.42, and 20.44, of the Monterey County Code.**
 3. **Secretary of the Interior’s Standards for the Treatment of Historic Properties.**
 4. **Oral testimony and HRRB discussion during the public hearing and the administrative record.**

THEREFORE, it is the decision of the Monterey County Historic Resources Review Board to recommend **approval of Bailey/PLN160608 as proposed.**

Passed and adopted on this **5th day of October, 2017**, upon motion of Belinda Taluban, seconded by Salvador Munoz, by the following vote:

AYES: Taluban, Munoz, Scourkes, Rainer, and Prader

NOES: None

ABSENT: Morgantini and MacClelland

ABSTAIN: None


Attest
Maira Blanco, Assistant Planner

Attachment K

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MINUTES
Del Monte Forest Land Use Advisory Committee
Thursday, October 2, 2017 October 5, 2017

1. Meeting called to order by Van Roebel at 3:00 pm

2. **Roll Call**

Members Present: Van Roebel Verbanec Bruno Stock

Members Absent: Caneer Lietzke Getten

3. **Approval of Minutes:**

A. Aug 17, 2017
September 21, 2017 minutes

Motion: Bruno (LUAC Member's Name)

Second: Van Roebel (LUAC Member's Name)

Ayes: all present (4)

Noes: none (0)

Absent: Caneer Lietzke Getten (3)

Abstain: none (0)

4. **Public Comments:** The Committee will receive public comment on non-agenda items that are within the purview of the Committee at this time. The length of individual presentations may be limited by the Chair.

none

5. **Scheduled Item(s)**

6. **Other Items:**

A) Preliminary Courtesy Presentations by Applicants Regarding Potential Projects

none



B) Announcements

none

7. Meeting Adjourned: 3:25 pm

Minutes taken by: Verbanes



Action by Land Use Advisory Committee Project Referral Sheet

Monterey County RMA Planning
168 W Alisal St 2nd Floor
Salinas CA 93901
(831) 755-5025

Advisory Committee: **Del Monte Forest**

Please submit your recommendations for this application by: October 5, 2017

1. **Project Name:** PLN160608
File Number: BAILEY CAROLINE COLEMAN TR
Project Location: 3257 17 Mile Drive, Pebble Beach
Project Planner: Maira Blanco
Area Plan: Del Monte Forest Land Use Plan, Coastal Zone
Project Description: Combined Development Permit consisting of: 1) Coastal Administrative Permit and Design Approval for 2,700 square feet of single story additions; 2) Coastal Administrative Permit for an accessory structure exceeding 1,000 square feet (detached three-car garage); and 3) Coastal Development Permit to allow development within 100 feet of Environmentally Sensitive Habitat Area. The property is located at 3257 17 Mile Drive, Pebble Beach (Assessor's Parcel Number 008-461-010-000), Del Monte Forest Land Use Plan, Coastal Zone.

Recommendation To: Historic Resources Review Board **Zoning Administrator**

Zoning Adm

Was the Owner/Applicant/Representative Present at Meeting? Yes No

yes

Bailey, John Moore, designer

Was a County Staff/Representative present at meeting? *Gonzales* (Name)



PUBLIC COMMENT:

Name	Site Neighbor?		Issues / Concerns (suggested changes)
	YES	NO	
<i>Kathleen Clancy</i>	<input checked="" type="checkbox"/>		<i>possibility of project after winter tree loss 2. Const. parking congestion</i>

LUAC AREAS OF CONCERN

Concerns / Issues (e.g. site layout, neighborhood compatibility; visual impact, etc)	Policy/Ordinance Reference (If Known)	Suggested Changes - to address concerns (e.g. relocate; reduce height; move road access, etc)
<i>multiple local const. projects create parking problems</i>		<i>const. mgr manager push for clearance</i>

ADDITIONAL LUAC COMMENTS



RECOMMENDATION:

Motion by Bruno (LUAC Member's Name)

Second by Van Roebel (LUAC Member's Name)

Support Project as proposed

Support Project with changes

Continue the Item

Reason for Continuance: _____

Continued to what date: _____

AYES: all present (4)

NOES: none

ABSENT: Cancer Leitzke Goten (3)

ABSTAIN: none



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Monterey County

Item No.27

Board Report

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

Legistar File Number: RES 21-005

January 12, 2021

Introduced: 12/23/2020

Current Status: Scheduled PM

Version: 1

Matter Type: BoS Resolution

Public hearing (continued from October 20, 2020) to consider:

a. An appeal by Don and Barbara Chapin from the August 12, 2020 Planning Commission decision denying an application (PLN170296/Cabrera/The Chapin Living Trust) for commercial cannabis retail activities, commercial cannabis non-volatile manufacturing activities, and cannabis cultivation within an existing greenhouse and associated buildings in the Farmland zoning district, located at 115 & 115-A Monterey Salinas Highway (McShane's Nursery), Salinas (APN: 207-131-004-000 and 207-131-005-000); and

b. Provide direction on options for amendment to General Plan and zoning for the application.

Proposed CEQA Action: to be determined with processing of application and General Plan or zoning amendments

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive an update from staff on options for amendment of the General Plan and zoning for an application (PLN170296/Cabrera/The Chapin Living Trust) for commercial cannabis retail activities, commercial cannabis non-volatile manufacturing activities, and cannabis cultivation within an existing greenhouse and associated buildings in the Farmland zoning district; and
- b. Provide direction on pursuing a General Plan Amendment and Zoning Amendment to add a Special Treatment Area Overlay for parcel(s) along State Route 68, including the subject parcel; and
- c. Remand the application to the Planning Commission.

PROJECT INFORMATION:

Applicant: Ricky Cabrera

Appellant: Don and Barbara Chapin on behalf of the Chapin Living Trust

Agent for Appellant: Cerissa Skinner

Property Owner: The Chapin Living Trust

Parcel Size: 0.79 acres and 2.0 acres respectively

Zoning: Farmlands/40 acre [F/40]

SUMMARY:

On October 20, 2020, the Board of Supervisors conducted a public hearing on Don and Barbara Chapin's appeal of the Planning Commission's denial of an application (Cabrera/The Chapin Living Trust) for commercial cannabis retail activities, commercial cannabis non-volatile manufacturing activities, and cannabis cultivation within an existing greenhouse and associated buildings at the current site of McShane's Nursery in the Farmland zoning district. The Planning Commission denied the project as inconsistent with zoning because cannabis retail sales are not allowed in the Farmland Zoning District per County's cannabis regulations (Chapter 21.67 of the County Code). At the October hearing on the appeal, the Board directed staff to discuss options with the applicant and return with a status update on January 19, 2021. However, there is no Board meeting on January 19, 2020, so staff has re-noticed the hearing and brought this matter back to the Board.

At the October 20 hearing, staff presented the Board with options to address the proposed project's inconsistency with zoning. Options include: amending the 2010 General Plan and zoning to establishing a Special Treatment Area (STA) Overlay to resolve the inconsistency; or amending the cannabis regulations (Chapter 21.67 of the Monterey County Code) to allow retail cannabis in the Farmland zone. For the overlay option, there are two potential paths for the Board to consider:

- 1) Apply the STA Overlay to the Chapin property only; or
- 2) Apply the STA Overlay to multiple properties in this vicinity that have been developed with commercial type uses.

After discussion with staff, the owner has indicated willingness to amend their application to include a General Plan amendment and zoning amendments to establish a Special Treatment Area and Zoning Overlay that would allow cannabis retail sales on the subject property.

Staff seeks direction from the Board on the preferred option with regard to the STA Overlay. In particular, direction is requested regarding options for the scope of the STA Overlay, which could include only the subject property, or the subject property as well as a number of additional properties in the area with existing commercial businesses. Staff has not contacted any other properties' owners at this point.

Staff finds that the best planning approach would be to apply the STA Overlay to the multiple properties in the area where commercial development has occurred. However, adding properties that are not part of the Chapin application could increase processing time to conduct additional analysis and to address any concerns from the other property owners. Therefore, staff recommends that only the subject property be included at this time. In the future, the County could choose to expand the STA Overlay through a separate action.

DISCUSSION:

On October 20, 2020, the Board heard an appeal of the Planning Commission's denial of the Chapin application to amend the site's General Development Plan and Use Permit to allow for commercial cannabis retail activities, commercial cannabis non-volatile manufacturing activities, and cannabis cultivation within an existing greenhouse and associated buildings in a Farmland zoning district at the current site of McShane's nursery. The Board voted to continue the hearing to the January 19, 2021 Board of Supervisors' meeting to allow the applicant time to discuss options with staff.

The applicants propose to operate a cannabis business to include cannabis retail sales at the current site of McShane's nursery at 115 and 115-A Monterey Salinas Highway (Hwy 68). Because the property is zoned Farmland and cannabis regulations in Title 21 specifically do not allow cannabis retail sales in the Farmland zoning district, the Planning Commission denied the application.

Staff presented three options at the October 20, 2020 hearing for consideration should the Board desire to provide a path forward to allow a retail cannabis facility on the property. Option 1 was an amendment to the Zoning Code to allow retail cannabis facilities in the Farmland zoning district. Option 2 was changing the zoning of the parcel from Farmland to Commercial. Option 3 was establishing a Special Treatment Area (STA) to specifically allow retail cannabis at this site. Of the three options, staff is most supportive of the adoption of an STA because this would avoid the broad reaching impacts of allowing retail cannabis facilities on all Farmland Zoning designated properties, and it avoids the spot zoning concern with changing the zoning of a single property surrounded by farmland area. This area has been identified by the County and the City of Salinas as an area where commercial expansion should be avoided. Establishment of an STA can recognize the existing commercial uses while avoiding any further expansion. Establishment of an STA would require an amendment to the 2010 General Plan and amendment to the zoning.

The applicant/owner met with staff to further discuss options on December 7, 2020 and agreed to submit an amendment to their application to apply for a STA. Staff now requests Board direction to move forward. Should the Board direct staff to pursue a STA, there are multiple options for the scope of that area. The STA could include only the subject property, or it could include the subject property as well as one or more nearby existing commercial businesses. Existing businesses in the area include a tattoo shop directly adjacent to the north of the subject property, and multiple businesses approximately 250 yards north of the subject property, on the opposite side of SR 68. Businesses in that area include a gas station, a convenience store, a car wash, a music store, a nursery, a butcher shop, a seed supply company, a sound company, a psychic, and a Montessori childcare center.

From a planning perspective, applying a STA to the multiple properties in the area that have existing commercial uses would make sense, as it would recognize the legal nature of these uses without allowing for further expansion, and would serve to "clean up" the multiple existing legal non-conforming uses. However, this approach would expand the scope of required analysis and CEQA review. The other property owners have not yet been contacted or given an opportunity to weigh in on the possibility of a STA which would include their land. Discussions and resulting potential conflicts and research could add significant processing time. While staff does support exploration of a potential STA that includes all properties with existing commercial uses in the area, this may be better achieved through a long-range planning effort separate from the subject project due to the extended timeframe and financing the broader effort would require. Therefore, staff recommends that at this time an STA be processed for only the Chapin property in conjunction with the subject application. If a broader STA were not pursued through the Chapin project as staff recommends, the Board can still choose to direct staff to pursue creation of a broader STA in the future, by adding it to the work program as a long range planning effort.

Creation of an STA will require processing of a General Plan Amendment and a zoning ordinance. These actions would be considered a project under CEQA and would require environmental review under CEQA. General Plan Amendments are limited by state law to four per year, and by County policy to two per year (GP Policies LU-9.6 and 9.7 and Chapter 21.91 of the Monterey County Code). Per the process established in Chapter 21.91, General Plan amendments are to be grouped and brought to the Planning Commission in February and August for recommendation and brought to the Board of Supervisors in April and October. Monterey County Code Chapter 21.67 will also need to be amended to state that retail cannabis facilities may be allowed if specifically stated in an applicable Special Treatment Area. If the Board directs staff to continue with these amendments, the amendments legally require recommendation by the Planning Commission. Therefore, staff would propose, following appropriate environmental review, to bring the Chapin application for the cannabis business together with the draft General Plan and zoning amendments to the Planning Commission for recommendation and thereafter return to the Board to consider the General Plan and zoning amendments together with the application. Accordingly, with respect to current action on the pending appeal, staff is recommending that the Board remand the Chapin application back to the Planning Commission for recommendation prior to the Board considering for approval. Should the Board direct staff to move forward with processing a STA to allow a cannabis retail facility on the Chapin property, the property owner will need to submit an amended application to request the STA, as well as payment of the required fees to cover staff time for processing and CEQA review.

FINANCING:

Funding for staff time associated with this project is included in the FY2020-21 Adopted Budget for HCD-Planning

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action represents effective and timely responses to our HCD customers. Processing this application in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

Check the related Board of Supervisors Strategic Initiatives:

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Cheryl Ku, Senior Planner
Reviewed by: Brandon Swanson, HCD Planning Services Manager
Approved by: Carl P. Holm, AICP, HCD Director

The following attachments are on file with the Clerk of the Board:
Attachment A - October 20, 2020 Board Report

cc: Front Counter Copy; Planning Commission, Brandon Swanson, HCD Planning Services Manager; Cheryl Ku, Planner; Cerisa Skinner, Agent; Ricky Cabrera and the Chapin Living Trust, Owners; The Open Monterey Project (Molly Erickson); LandWatch (Executive Director); Project File PLN170296.



Monterey County

Item No.

Board Report

Board of Supervisors
Chambers

168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: RES 21-005

January 12, 2021

Introduced: 12/23/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

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Agent for Appellant: Cerissa Skinner

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DISCUSSION:

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Creation of an STA will require processing of a General Plan Amendment and a zoning ordinance. These actions would be considered a project under CEQA and would require environmental review under CEQA. General Plan Amendments are limited by state law to four per year, and by County policy to two per year (GP Policies LU-9.6 and 9.7 and Chapter 21.91 of the Monterey County Code). Per the process established in Chapter 21.91, General Plan amendments are to be grouped and brought to the Planning Commission in February and August for recommendation and brought to the Board of Supervisors in April and October. Monterey County Code Chapter 21.67 will also need to be amended to state that retail cannabis facilities may be allowed if specifically stated in an applicable Special Treatment Area. If the Board directs staff to continue with these amendments, the amendments legally require recommendation by the Planning Commission. Therefore, staff would propose, following appropriate environmental review, to bring the Chapin application for the cannabis business together with the draft General Plan and zoning amendments to the Planning Commission for recommendation and thereafter return to the Board to consider the General Plan and zoning amendments together with the application. Accordingly, with respect to current action on the pending appeal, staff is recommending that the Board remand the Chapin application back to the Planning Commission for recommendation prior to the Board considering for approval. Should the Board direct staff to move forward with processing a STA to allow a cannabis retail facility on the Chapin property, the property owner will need to submit an amended application to request the STA, as well as payment of the required fees to cover staff time for processing and CEQA review.

FINANCING:

Funding for staff time associated with this project is included in the FY2020-21 Adopted Budget for HCD-Planning

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action represents effective and timely responses to our HCD customers. Processing this application in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

Check the related Board of Supervisors Strategic Initiatives:

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Cheryl Ku, Senior Planner
 Reviewed by: Brandon Swanson, HCD Planning Services Manager
 Approved by: Carl P. Holm, AICP, HCD Director 

The following attachments are on file with the Clerk of the Board:

Attachment A - October 20, 2020 Board Report

Legistar File Number: RES 21-005

cc: Front Counter Copy; Planning Commission, Brandon Swanson, HCD Planning Services Manager; Cheryl Ku, Planner; Cerisa Skinner, Agent; Ricky Cabrera and the Chapin Living Trust, Owners; The Open Monterey Project (Molly Erickson); LandWatch (Executive Director); Project File PLN170296.



Monterey County

Board Report

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

Legistar File Number: RES 20-173

October 20, 2020

Introduced: 10/5/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

Public Hearing to consider an appeal by Don and Barbara Chapin from the August 12, 2020 Planning Commission decision denying an application for commercial cannabis retail activities, commercial cannabis non-volatile manufacturing activities, and cannabis cultivation within an existing greenhouse and associated buildings in the Farmland zoning district.

Project Title: PLN170296 - CABRERA (THE CHAPIN LIVING TRUST)

Project Location: 115 & 115 A Monterey Salinas Highway, Greater Salinas Area Plan (APN: 207-131-004-000 and 207-131-005-000)

Proposed CEQA action: Statutorily exempt pursuant to Section 15270 of the CEQA Guidelines - Projects that are not approved

RECOMMENDATION:

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

- a. Find that denial of the project is statutorily exempt pursuant to Section 15270 of the CEQA Guidelines; and
- b. Deny the appeal by Don and Barbara Chapin from the August 12, 2020 Planning Commission's decision denying an application requesting to amend a previously approved General Development Plan (PLN090138) and Use Permit PLN050366 (as amended by PLN060174) to allow commercial cannabis retail activities, commercial cannabis non-volatile manufacturing activities, and cannabis cultivation within the existing greenhouse and associated buildings.

PROJECT INFORMATION:

Applicant: Ricky Cabrera

Agent: Cerissa Skinner

Property Owner: The Chapin Living Trust

APNs: 207-131-004-000; 207-131-005-000

Parcel Size: 0.79 acres and 2.0 acres respectively

Zoning: Farmlands/40 acre [F/40]

Plan Area: Greater Salinas Area Plan

SUMMARY:

Mr. Ricky Cabrera is leasing a portion the McShane's Landscape Supply property located on Highway 68, south of the City of Salinas. On August 12, 2020, the Planning Commission accepted staff's recommendation to deny an application requesting to operate a retail cannabis facility, a manufacturing facility to make edible products, and in addition to cannabis cultivation on this site due to inconsistency with the property's Farmland zoning designation. Don and Barbara Chapin submitted an appeal to the Board of Supervisors on August 26, 2020.

Prior to McShane's Nursery, Graber Gardens was located on the property and it sold landscaping materials. Graber Gardens was considered a legal, non-conforming use because landscaping is not specifically listed as an allowed use in the Farmland zone. While a General Development Plan (GDP) is not required in the Farmland zone, staff at the time suggested creating a GDP to provide an avenue to memorialize continuation of the non-conforming landscaping business. Non-conforming uses are restricted from expanding, or changing the nature of the use, so the GDP also helped to memorialize pre-existing structures on the site. A new 1,080 square foot greenhouse was permitted for nursery use, subject to restriction that no retail operation occur within that building (limiting the retail component to the nursery operation only).

Commercial cannabis cultivation is permitted within the Farmland zoning designation. Also, commercial cannabis manufacturing is permitted in the Farmland zoning designation, if it is coupled with cannabis cultivation and is non-volatile. Here, the project applicants have applied for use of their property for cultivation and non-volatile manufacturing of edible products. As such, these uses are currently supported under the Monterey County Code ("MCC") with an amendment to the GDP, and an administrative permit.

However, the project applicants are also applying for a cannabis retail facility on the property. Retail cannabis facilities are specifically prohibited in the Farmlands zoning designation. Prior to the Planning Commission Hearing, the project applicants were informed throughout the application process in writing on multiple occasions, including at a DRC meeting, that the proposed use is inconsistent with the underlying zoning. However, the applicant has expressed they wish to pursue decision on their application that includes both the retail, manufacturing, and cultivation components. In that context, staff recommends the Board uphold the Planning Commission's denial of the application, finding that retail cannabis is not an allowed use in the Farmland zone.

If the Board finds that a retail cannabis facility would be appropriate in this location, this would require either amending the Zoning Code to allow retail cannabis facilities in the Farmland zoning district, changing the zoning of the parcel from Farmland to Commercial, or adopting a Special Treatment Area to specifically allow retail cannabis at this site. Amending the Zoning Code to allow retail cannabis in the Farmland zone would apply countywide and could have broad reaching implications. Changing the zoning designation to allow retail cannabis on this site would effectively be spot-zoning. If the Board desires a path forward for this application, staff would be most supportive of adopting a Special Treatment Area.

DISCUSSION:

The first recorded permit on this site in 1984 was for expansion of an existing retail nursery and an accessory landscape materials business (Permit No. 3402). Subsequent permits in 1995, 2005 and 2006 recognized minor modifications including expansions of the business and construction of a 35-foot-tall ornamental windmill structure, 3,024 sq ft greenhouse, 200 sq ft concrete batch plant, new parking lot and signage. In 2012, a General Development Plan approved under PLN060138 cleared a code enforcement case, legalized the non-conforming uses on the site, allowed a produce stand in an existing unoccupied building, and authorized a lighting plan and a sign program in addition to the existing nursery and ornamental landscape business. This permit also included a list of industry-related

and seasonal events that would occur on the property. Commercial retail uses other than nursery related operations were not permitted as part of this entitlement. The General Development Plan (GDP) specified that no retail space would be added, meaning no further expansion of the retail use past what was recognized in the GDP. In 2018, nursery operations at the site were closed, but the landscape supply portion of the business has continued to present day.

It is worth noting that in 2016, Monterey County adopted regulations for commercial cannabis operations, Chapter 21.67 of County Code. These regulations specifically limited the types of cannabis activities in each of the zoning areas of Monterey County. Retail operations (dispensaries), were initially limited to the Commercial Zoning Districts, and then in 2020 this was expanded to include the Mixed-Use Zoning areas.

Proposed Project:

The project proposes to use existing structures for new cannabis-related uses. An existing 4,760 square foot building, portions of which had previously been used for retail nursery sales, would be used as a commercial dispensary and edibles manufacturing building. This building had also been previously used for other commercial retail operations, not specifically related to the nursery, but those uses were not permitted. An existing 42'x72' barn structure, which has not been previously used for retail space, would be used as an overflow commercial dispensary building. Also on the site is an existing office building that would continue to be used as an office, and two additional 360 square foot and 480 square foot buildings would continue to be used for non-cannabis retail sales and to house non-cannabis accessories. An existing 1,080 square foot greenhouse, which was constructed prior to January 1, 2016, would be used to cultivate cannabis for demonstration and education purposes only. This greenhouse is not proposed to produce cannabis that would be sold commercially.

Zoning Regulations:

The property is zoned Farmlands/40 acres per unit (F/40). Allowed uses in the F/40 zoning district (MCC Chapter 21.30) do not include retail shops, with the exception of stands for the sale of agricultural products grown on the premises. A nursery and landscape business have existed at this site since prior to 1984. Approval of a General Development Plan in 2012 entitled the nursery use at this site. That action included discussion that there was to be no expansion of retail use beyond the legal non-conforming nursery and landscape supply that already existed on the site. The general development plan was subsequently approved with language to formalize that no commercial retail uses outside nursery related operations were allowed, and that no additional retail space would be added.

When the County adopted regulations for Commercial Cannabis Activities in 2016, MCC section 21.67.040 limits cannabis retail use only in Light Commercial, Heavy Commercial, and Mixed-Use zoning districts. Cannabis regulations explicitly state that "Cannabis retailers shall not be allowed in any other zoning district." Therefore, the project is not considered a change to a use of a similar nature because the County regulations do not consider cannabis retail similar to any other use. As such, retail cannabis is a use that cannot currently be permitted on the Farmlands-zoned property. However, cultivation and non-volatile cannabis manufacturing (also included as part of this application) are allowed uses in the F/40 zoning designation with an administrative permit. If the proposed project was modified to only include the cultivation components in the existing greenhouse on-site, then it would be

consistent with the zoning regulations and could be supported by staff.

Should the Board desire a path forward to allow retail cannabis sales at this site, three options exist: 1) Amend the Zoning Code to allow retail cannabis in the Farmland Zoning district; 2) Re-zone the property to a designation that allows retail cannabis; or 3) Create a Special Treatment Area that would allow retail cannabis in that specific area. These options are discussed in more detail below. In all cases, CEQA analysis would be required on the project before it can be considered. There has been no CEQA analysis since the staff recommendation thus far has been for denial, which is statutorily exempt.

Option 1 - Amend the Zoning Code to allow retail cannabis facilities in the Farmland Zoning District. Section 21.67.040 allows cannabis retail facilities in Light Commercial, Heavy Commercial, and Mixed Use zoning districts and specifically states that “cannabis retailers shall not be allowed in any other zoning district”. Allowing cannabis retailers in the Farmland zoning district would require an ordinance amending Section 21.67.040 to add Farmland as a zoning district where retail cannabis is allowed. Such a change would have implications for Farmland zoned properties throughout Monterey County. Where retail cannabis is allowed was carefully considered when cannabis regulations were developed; however, the industry has evolved since that time.

Option 2 - Rezone the property to a designation that allows retail cannabis facilities: either Light Commercial, Heavy Commercial, or Mixed Use.

The subject parcels are within a broader Farmland area that is not identified for commercial expansion by the County. When the County consulted the City of Salinas on our General Plan update, the City specifically expressed opposition to commercializing this corridor. The Greater Salinas Area Memorandum of Understanding (GSA MOU) speaks to neither agency expanding development south of the City. Staff would not recommend rezoning a single property surrounding by the Farmland designation as it would effectively be spot-zoning. Staff finds that the site is not deprived of all economically beneficial use to justify a spot-zoning action.

Option 3 - Create a Special Treatment Area to encompass existing commercial properties in the area south of the City of Salinas.

Monterey County has applied a Special Treatment Area (STA) Overlay designation where there are unique conditions that warrant different uses from what is otherwise allowed in the underlying (surrounding) land use designation. STA could be considered for only the subject property, or include other properties in the area that have been developed with existing commercial uses. Existing businesses in the area include a tattoo shop directly adjacent to the north of the subject property, and multiple businesses approximately 250 yards north of the subject property, on the opposite side of Highway 68. Businesses in that area include a gas station, a convenience store, a car wash, a music store, a nursery, a butcher shop, a seed supply company, a sound company, a psychic, and a Montessori childcare center. MCC Chapter 21.67 would need to be amended to state that retail cannabis may be allowed if specifically stated in an applicable Special Treatment Area.

Considering the descriptions above and the technical issues detailed below, staff would be most supportive of Option 3, creating a Special Treatment Area, if the Board desires a path forward for this applicant. This option avoids a broader effect of allowing retail cannabis in all Farmland Zoning

designations. It also limits the commercial areas to what is already existing, thereby reducing potential conflicts with City and County intentions to avoid expansion of commercial areas and conversion of farmland south of the City, in accordance with the Greater Salinas Area Memorandum of Understanding. Creation of a Special Treatment Area would require Board Direction to initiate a General Plan Amendment and Zone Change, subject to review as a project under the California Environmental Quality Act (CEQA). General Plan Amendments are limited by state law to four per year, and by County policy to two per year (GP Policies LU-9.6 and 9.7). Estimated timeline for completion for creation of a Special Treatment Area would be 1 to 2 years.

Technical Issues

Should the Board direct staff to pursue one of the options above to move towards allowing retail cannabis on the subject property, technical issues with the project remain unexplored. Traffic impacts have not yet been fully evaluated. Caltrans preliminarily reviewed a submitted traffic report for the proposed project and would require additional analysis should the project move forward. This analysis and review have not been completed due to the previous staff recommendation for denial.

Additionally, the Environmental Health Bureau has evaluated the proposal for retail cannabis at this location with an established Risk Assessment Matrix and found that it would result in a score of 8, which falls into the range of a high risk for increased public health impacts due to potential exposures and/or increased use by at risk groups due to normalization of cannabis. Based on the score and thus the potential for public health risk, the Monterey County Health Department does not support the issuance of a retail permit for the facility at this time.

The property consists of two separate parcels. Currently, the smaller of the two lots, APN 207-131-004-000 exceeds coverage requirements for the Farmland zoning. The project proposes to add an additional 381 square foot covered walkway to this lot. Allowed coverage for Farmland zoned parcels is 5 percent, and with the new walkway total coverage would be 14 percent (excluding the existing greenhouse). The increase in coverage would not be approvable since the existing coverage is legal nonconforming. A possible solution would be to merge the two parcels via the lot line adjustment process, but this option needs to be explored further.

Public Comment:

Multiple public comment letters were received both in support of and in opposition to the project in advance of the Planning Commission hearing. In summary, the letters in opposition are concerned about traffic, the potential hazards of a cannabis dispensary, and inconsistency with zoning. Letters in support generally spoke about a need for more access to cannabis products and continuing a previously existing retail use. All correspondence received have been included as Attachment E.

CEQA

CEQA Guidelines Section 15270 states that denial of a project is statutorily exempt. Should the Board desire a path forward to allow retail cannabis sales at this site, CEQA analysis will be required.

OTHER AGENCY INVOLVEMENT:

The following agencies have reviewed the project, have comments, and/or have recommended conditions:

Environmental Health Bureau
RMA-Public Works
RMA-Environmental Services
Monterey Regional Fire Protection District
Monterey County Health Department

Agricultural Advisory Committee

The project was reviewed by the Agricultural Advisory Committee on June 27, 2019. The committee voted 4:2 to support staff's recommendation for denial, with two members abstaining, one recused, and four members absent.

LUAC

The project is not within the jurisdiction of a designated land use advisory committee; however, it does appear under the jurisdiction of the Spreckels Neighborhood Design Review Committee, and staff referred it to this committee seeking any feedback on the proposed project on July 17, 2019. The committee passed a motion of "no opinion or not applicable", noting that the project is not within the town of Spreckels and is of no concern related to historical review.

FINANCING:

Funding for staff time associated with this project is included in the FY 2020/21 Adopted Budget for RMA-Planning, Appropriation Unit RMA110.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action represents effective and timely responses to our RMA customers. Processing this application in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

Check the related Board of Supervisors Strategic Initiatives:

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Cheryl Ku, Senior Planner
Reviewed by: Brandon Swanson, RMA Planning Services Manager
Approved by: Carl P. Holm, AICP, RMA Director 

The following attachments are on file with the Clerk of the Board:

Attachment A - Draft Resolution for Denial, including;

- Site Plans

Attachment B - Ag Advisory Committee Minutes

Attachment C - Vicinity Map

Attachment D - Notice of Appeal

Attachment E - Correspondence Received Prior to PC Hearing

Attachment F - PC Resolution 20-026

Attachment G - PC Resolution 05035 - PLN050366

Attachment H - PC Resolution 06042 - PLN060174

Attachment I - PC Resolution 12-023 - PLN090138

cc: Front Counter Copy; Planning Commission, Brandon Swanson, RMA Planning Services Manager; Cheryl Ku, Planner; Cerisa Skinner, Agent; Ricky Cabrera and the Chapin Living Trust, Owners; The Open Monterey Project (Molly Erickson); LandWatch (Executive Director); Project File PLN170296.

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Attachment A

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DRAFT RESOLUTION

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

In the matter of the application of:

CHAPIN DONALD D & BARBARA A CHAPIN TRS (PLN170296)

RESOLUTION NO. ----

Resolution by the Monterey Board of Supervisors:

- 1) Finding that denial of the project is statutorily exempt pursuant to Section 15270 of the CEQA Guidelines; and
- 2) Denying an appeal by Donald and Barbara Chapin from the August 12, 2020 Planning Commission's decision denying an application requesting to amend a previously approved General Development Plan (PLN090138) and Use Permit PLN050366 (as amended by PLN060174) to allow commercial cannabis retail activities, commercial cannabis non-volatile manufacturing activities, and cannabis cultivation within the existing greenhouse and associated buildings. [PLN170296, CHAPIN DONALD D & BARBARA A CHAPIN TRS., 115 & 115 A Monterey Salinas Highway, Greater Salinas Area Plan (APN: 207-131-004-000 and 207-131-005-000)]

The appeal by Donald and Barbara Chapin from the decision of the Monterey County Planning Commission to deny an application requesting to amend a previously approved General Development Plan (PLN090138) and Use Permit PLN050366 (as amended by PLN060174) to allow commercial cannabis retail activities, commercial cannabis non-volatile manufacturing activities, and cannabis cultivation within the existing greenhouse and associated buildings, came on for public hearing before the Monterey County Board of Supervisors on October 20, 2020. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Board of Supervisors finds and decides as follows:

FINDINGS

1. **FINDING:** **PROCESS** - The County has processed the subject application (PLN170269/CHAPIN) ("Project") in compliance with all applicable procedural requirements.
EVIDENCE: a) On September 5, 2017, a Development Review Committee meeting was held to provide input on a project proposal for cannabis cultivation, nursery, and dispensary. A follow up letter sent December

- 21, 2017 provided comments and explained that dispensaries are not permitted in the Farmland zoning district.
- b) An application for an amendment to a previously approved General Development Plan and Use Permit was filed on May 2, 2019 and was deemed complete on May 26, 2020.
 - c) The project was reviewed by the Agricultural Advisory Committee on June 27, 2019. The committee voted 4:2 to support staff's recommendation for denial, with two members abstaining, one recused, and four members absent. (See Finding 2, Evidence q.)
 - d) The project was referred to the Spreckles Neighborhood Design Review Committee, on July 17, 2019. The committee passed a motion of "no opinion or not applicable", noting that the project is not within the town of Spreckles and is of no concern related to historical review. (See Finding 2, evidence r.)
 - e) The project was set for a public hearing before the Monterey County Planning Commission on August 12, 2020. Notices of the public hearing were published in the Monterey County Weekly on July 30, 2020 and mailed to property owners and interested parties on July 29, 2020.
 - f) On August 12, 2020, the Planning Commission held a duly noticed public hearing and denied the application (PLN170296) to amend a previously approved General Development Plan (PLN090138) and Use Permit PLN050366 (as amended by PLN060174) to allow commercial cannabis retail activities, commercial cannabis non-volatile manufacturing activities, and cannabis cultivation within the existing greenhouse and associated buildings (Resolution No 20-026).
 - g) Pursuant to Section 21.80.050 of Title 21 (inland zoning ordinance) of the Monterey County Code ("MCC"), on August 26, 2020, Don Chapin, on behalf of Donald D Chapin and Barbara A. Chapin TRS, timely filed an appeal from the August 12, 2020 decision of the Planning Commission. The appeal seeks to set aside the Planning Commission decision (MCC Section 21.80.030). The Board of Supervisors hears the appeal de novo (MCC Section 21.80.090). The appeal challenges the Planning Commission's approval and contends the findings or decision or conditions are not supported by the evidence and the decision was contrary to law. See Finding 3 for the summary of the applicants' specific contentions and the County responses to those contentions. A complete copy of the appeal is on file with the Clerk of the Board and is attached to the staff report as Attachment D.
 - h) Pursuant to MCC Section 21.80.050, an appeal shall be filed with the Clerk of the Board of Supervisors within 10 days after written notice of the decision of the Appropriate Authority has been mailed to the Applicant. The Monterey County Planning Commission resolution was mailed to the Applicant on August 21, 2020. Don and Barbara Chapin filed the appeal with the Clerk of the Board on August 26, 2020, within the 10-day time frame prescribed by Section 21.80.050 and brought to hearing within 60 days of receipt of the appeal.
 - i) The Board of Supervisors conducted a duly noticed public hearing on the appeal on October 20, 2020. Notice of the hearing on the matter

before the Board of Supervisors was published on October 8, 2020 in the Monterey County Weekly; notices were mailed and emailed to all property owners and occupants within 300 feet of the project site, and to all persons who requested notice, and at least 3 notices were posted at and near the project site..

2. **FINDING:**

INCONSISTENT – The Project, as conditioned, is not consistent with the applicable plans and policies which designate this area as appropriate for development.

EVIDENCE:

- a) On November 14, 1984, Use Permit 3402 was issued, allowing expansion of the existing retail nursery on the adjacent 1.99 acre parcel, and an accessory landscape materials business. This permit expired in 1994.
- b) On February 28, 1996, Use Permit PC 95110 was issued, recognizing the two legal non-conforming uses under one Use Permit.
- c) On July 27, 2005, Use Permit PLN050366 was issued, allowing continued use of a legal non-conforming use of a Nursery (Graber Gardens) and accessory ornamental landscape materials business (Deco Rock). The Planning Commission approved the use permit without an expiration date under the condition that: *"No additional structures shall be erected, except for the reconstruction of structures that existed at the time that the legal non-conforming use was established upon, Assessor's Parcel Number 207-131-004-000. No permanent structures shall be erected upon the accessory parcel containing the ornamental landscape material business, located on Assessor 's Parcel Number 207-131-005-000."*
- d) On July 12, 2006, an amendment to a Use Permit (PLN060174) was issued, amending PLN050366 to allow a 35-foot-tall ornamental windmill structure, new entry gate, trellis, 3,024 sq. ft greenhouse, 200 sq. ft concrete batch plant, new parking lot and signage, and new landscaping and irrigation.
- e) June 13, 2012: PLN090138, a General Development Plan, was issued to clear a code enforcement case, allow a produce stand in an existing unoccupied building, authorize a lighting plan and a sign program in addition to the existing nursery and ornamental landscape business. This permit also included a list of industry-related and seasonal events that would occur on the property.
- f) An application for an amendment to a previously approved General Development Plan and Use Permit was filed on May 2, 2019 and was deemed complete on May 26, 2020. The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN170296.
- g) During the course of review of this application, the project has been reviewed for consistency with the text, policies, and regulations in:
 - 2010 Monterey County General Plan;
 - Greater Salinas Area Plan; and
 - Monterey County Zoning Ordinance (Title 21).

Conflicts were found to exist. Communications were received during the course of review of the project indicating inconsistencies with the text, policies, and regulations in these documents.

- h) The property is located at 115 & 115 A Monterey Salinas Highway, Greater Salinas Area Plan (APN 207-131-004-000 and 207-131-005-000). The property is zoned Farmland/40 acres per unit or “F/40” which does not allow cannabis retail facilities. The proposed use is not consistent with the F/40 zoning regulations.
- i) The currently permitted uses on the property are legal non-conforming as recognized by the permits listed in sections b, c, d, e, and f above. The project is inconsistent with the regulations for legal non-conforming land use found in MCC Section 21.68.020, which states that a legal non-conforming land use may be continued from the time that legal non-conforming land use is established, except that:
 - A. No such use shall be expanded, enlarged, increased, or extended to occupy a greater area than that occupied when the legal nonconforming use was established
 - B. No such use may be intensified over the level of use that existed at the time the legal nonconforming use was established.
 - C. The legal nonconforming use may be changed to a use of a similar or more restricted nature, subject to a use permit in each case.

The proposed use is not a use similar or more restricted in nature. The use of a cannabis retailer is specifically not allowed in any zoning designation other than Light Commercial, Heavy Commercial, and Mixed Use. (See evidence k)

- j) The project does not meet the requirements for Commercial Cannabis Retail Activities (Section 21.67.040), which allow cannabis retailers only in Light Commercial and Heavy Commercial zoning districts and explicitly state that “Cannabis retailers shall not be allowed in any other zoning district.”
- k) The project was reviewed by the Agricultural Advisory Committee on June 27, 2019. The committee voted 4:2 to support staff’s recommendation for denial, with two members abstaining, one recused, and four members absent.
- l) The project was referred to the Spreckles Neighborhood Design Review Committee, on July 17, 2019. The committee passed a motion of “no opinion or not applicable”, noting that the project is not within the town of Spreckles and is of no concern related to historical review.
- m) On August 12, 2020, the Planning Commission reviewed the project and denied the application. Pursuant to MCC Section 21.80.050, on August 26, 2020, the applicants timely filed an appeal from the decision of the Planning Commission. The appeal challenges the Planning Commission’s decision, and contends the findings and decision are not supported by the evidence, and the decision was contrary to law. See Finding 3 for the summary of the applicants’ specific contentions and the County responses to those contentions.

3. **FINDING:** **SITE SUITABILITY** – The site is not physically suitable for the use proposed.
- EVIDENCE:**
- a) The project has been reviewed for site suitability by the following departments and agencies: RMA- Planning, Monterey Regional Fire Protection District, RMA-Public Works, RMA-Environmental Services, Monterey County Health and Environmental Health Bureau. There has been indication from Monterey County Health Department that the site is not suitable for the proposed development.
 - b) Monterey County Health provided a matrix to assess the public health impact to determine the level of concern for at-risk populations if a cannabis retail facility is opened at this proposed location. The review uses a Risk Management Assessment Matrix to indicate if the proposed permitted facility would have low, moderate, or high public health concerns. It was concluded from the Health Department that the retail permit for this cannabis retail facility would result in a public health risk assessment score of 8, which falls into the range of a high risk for increased public health impacts due to potential exposures and/or increased use by risk groups due to normalization of cannabis. Based on this score and thus the potential for public health risk, Monterey County Health Department does not support the issuance of a retail permit for this facility at this time.
 - c) A traffic report for the proposed project was reviewed by CalTrans. CalTrans noted that additional information would be needed in order to fully analyze the project. This analysis has not yet been completed due to staff recommendation for denial based on the inconsistencies described in Finding 2.
 - d) The application, project plans, and related support materials submitted by the project applicant to the Monterey County RMA - Planning for the proposed development found in Project File PLN170296.
4. **FINDING:** **Response to Applicants’ Appeal** – Pursuant to MCC Section 21.80.050, the appellant Donald D. Chapin and Barbara A. Chapin TRS (the “Appellants”) timely filed an appeal from the August 12, 2020 decision of the Planning Commission. Upon consideration of the written and documentary evidence, the staff report, oral testimony, other evidence presented, and the administrative record as a whole, the Board responds as follows to the Appellants’ contentions:
- EVIDENCE:**
- a) Appellants’ Contentions:
 - 1. “The Applicant sought to allow an additional agricultural product to the mix of agricultural products already being offered at the site. The site is entitled with existing use permits that allow the retail sale of nursery items. Over the years, the County of Monterey has affirmed this entitlement several times. Therefore, the findings and decision of the Planning Commission are not supported by the evidence because the long-standing use permits allow for the retail sale of agricultural product at the project site. Also, there is nothing in the record to support the County of Monterey has the right to limit the retail sale of agricultural products at the site. Indeed, the County of Monterey has affirmed this right each time it has granted a use permit or general development permit for the site. Because the site is entitled

to use the site for the retail sale of agricultural products, the Planning Commission's decision not to extend that right to a new agricultural product was contrary to law.”

2. "The County incorrectly states the application is not consistent with applicable plans and policies. In fact, the project site is entitled with a use permit that allows the retail sale of agricultural products at the site, and the application merely seeks to add another agricultural product to the mix of current offerings. For this reason, the statement in Finding 1 that the proposed use would expand the legal non-conforming use is incorrect.”

3. “The County incorrectly states that the site is not suitable for the use proposed in Finding 2. Again, the application will only result in adding an agricultural product to the already existing mix of agricultural products sold at the site. By virtue of issuing various use permits over the years allowing for the retail sale of agricultural products at the site, the County has acknowledged the site is suitable for retail nursery sales.”

County Response: The application requests an amendment to an existing legal non-conforming use as recognized by an approved General Development Plan, to allow the sale of cannabis. Retail cannabis facilities are specifically governed by MCC Section 21.67, which specifically does not allow retail uses in any zoning designation other than Light Commercial, Heavy Commercial, and Mixed Use. The site is in the Farmland Zoning district. The application requests a new non-conforming use that is specifically not allowed within this district. Because the Monterey County Code identifies retail cannabis as a unique use requiring specific permitting, it is not considered simply another agricultural product and cannot be found to be a similar use to the existing uses on the site, so the proposed project would be contrary to the regulations for Legal Non-Conforming Uses. MCC Section 21.68.020(C) states: “The legal nonconforming use may be changed to a use of a similar or more restricted nature, subject to a use permit in each case.” The proposed retail use is subject to a unique set of regulations adopted by Monterey County Code and is therefore not similar to the existing uses. Additionally, the project proposes to use an existing barn structure, which has not previously been used for retail purposes, as an overflow dispensary. This would be an expansion of retail into an area where it did not previously exist, and would therefore conflict with MCC Section 21.68.020(A), “No such use shall be expanded, enlarged, increased, or extended to occupy a greater area than that occupied when the legal nonconforming use was established.” Therefore, the proposed use is neither consistent with County Code or suitable for the site.

5. **FINDING:** **CEQA (Exempt):** - Projects that are disapproved are statutorily exempt from the California Environmental Quality Act.

- EVIDENCE:**
- a) California Environmental Quality Act (CEQA) Guidelines Section 15062, statutorily exempts projects that are disapproved.
 - b) This has been disapproved with adoption of this resolution. Disapproval of the project will not change the circumstances or environment that currently exist.
 - c) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN170296.

6. **FINDING:** **APPEALABILITY** - The decision on this project is final.
EVIDENCE: a) MCC Section 21.80.040(I) states that the decision of the appeal authority shall be final.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Board of Supervisors does hereby deny an amendment to a previously approved General Development Plan, PLN090138 and Use Permit PLN050366 (as amended by PLN060174) to convert a legal non-conforming use from an ornamental landscape nursery to a commercial cannabis retail facility, a commercial cannabis non-volatile manufacturing facility, and commercial cannabis cultivation site within the existing greenhouse and associated buildings.

PASSED AND ADOPTED this 20th day of October 2020 upon motion of _____, seconded by _____, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

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

Dated:
Supervisors

California

Valerie Ralph, Clerk of the Board of

County of Monterey, State of

By

Deputy

COPY OF THIS DECISION MAILED TO APPLICANT ON **DATE**

THIS APPLICATION IS NOT APPEALABLE.

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

VICINITY MAP



LOCATION MAP



PROJECT DATA

- PROJECT: CCB DISPENSARY & MANUFACTURING TENANT IMPROVEMENTS
- LOCATION: 115 & 117 MONTEREY SALINAS HWY SALINAS, CA 93908
- BUILDING OWNER: THE CHAPIN LIVING TRUST
560 CRAZY HORSE CANYON RD.
SALINAS CA 93907

4. APN:	207-131-004-000	207-131-005-000
5. ZONING:	F-40	F-40
6. LOT SIZE:	37,026 S.F. (0.850 ACRES)	86,684 S.F. (1.99 ACRES)
7. (E) BUILDING SITE COVERAGE:	5,852 S.F. (BLDGs. A, B, C, F)	1,040 S.F. (BLDGs. D, E, G)
8. PROPOSED BUILDING SITE COVERAGE:	6,233 S.F. (BLDGs. A, B, C, F)	1,240 S.F. (BLDGs. D, E, G, H)

TOTAL AREA: 7473 S.F.

- OCCUPANCY: B, M, F-1, U
- CONSTRUCTION TYPE: VB
- NUMBER OF STORIES: 1
- FIRE SPRINKLER SYSTEM: NONE
- FIRE ALARM SYSTEM: NONE
- CODES:
 - 2016 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
 - 2016 CALIFORNIA BUILDING CODE, VOLUMES 1 & 2, PART 2, TITLE 24 C.C.R.
 - 2016 CALIFORNIA ELECTRICAL CODE, PART 3, TITLE 24 C.C.R.
 - 2016 CALIFORNIA MECHANICAL CODE, PART 4, TITLE 24 C.C.R.
 - 2016 CALIFORNIA PLUMBING CODE, PART 5, TITLE 24 C.C.R.
 - 2016 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 C.C.R.
 - 2016 CALIFORNIA ENERGY CODE, PART 6
 - 2016 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24, C.C.R.
 - TITLE 19, C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS
 - NFPA 13 & NFPA 72 - NATIONAL FIRE ALARM CODE (A, AMENDED)
 - ADA STANDARDS FOR ACCESSIBLE DESIGN
- COMPLIANCE WITH CFC CHAPTER 14, FIRE SAFETY DURING CONSTRUCTION & DEMO AND CBC CHAPTER 33, SAFETY DURING CONSTRUCTION WILL BE ENFORCED.
- THIS BUILDING OR SPACE SHALL PROVIDE A READILY DISTINGUISHABLE MEANS OF EGRESS COMPLYING WITH CHAPTER 10 AND CHAPTER 11 (WHERE APPLICABLE FOR ACCESSIBILITY PURPOSE) OF THE 2013 EDITION OF THE CALIFORNIA BUILDING CODE. THE EXIT SYSTEM SHALL MAINTAIN A CONTINUOUS, UNOBSTRUCTED AND UNDIMINISHED PATH OF EXIT TRAVEL FROM ANY OCCUPIED POINT WITHIN THE BUILDING TO A PUBLIC WAY.

ABBREVIATIONS

A.B. ANCHOR BOLT	JT JOINT	W WEST, WIDE
ACC ACCESSIBLE	LAM LAMINATE	W WITH
ADJ ADJUSTABLE, ADJACENT	MAX MAXIMUM	W/O WITHOUT
A.F.F. ABOVE FINISHED FLOOR	M.B. MACHINE BOLT	W.O. WHERE OCCURS
ARCH ARCHITECT, ARCHITECTURAL	MECH MECHANICAL	W.W.F. WELDED WIRE FABRIC
BLKG BLOCKING	MFR MANUFACTURER	
BM BEAM	MIN MINIMUM	
B, BTM BOTTOM	MTL METAL	
C.V. CENTERLINE	N NORTH	
CLG CEILING	(N) NEAR	
C.J. CONSTRUCTION JOINT	N.C. NOT IN CONTRACT	
D DEEP	N.T.S. NOT TO SCALE	
DET, DTL DETAIL	O/ OVER	
DEMO DEMOLISH, DEMOLITION	O.C. ON CENTER	
D.F. DOUGLAS FIR	O.C.E.M. ON CENTER EACH WAY	
DN DOWN	P.A.F. POWDER ACTUATED FASTENER	
DR DOOR	P.H. PANIC HARDWARE	
D.S. DOWNGROUT	P.I.P. POURED IN PLACE	
E EAST	PT POINT	
(E) EXISTING	PTDF PRESSURE TREATED DOUGLAS FIR PARTITION	
E.J. EXPANSION JOINT	RAD RADIS	
ELEC ELECTRICAL	R/F, REINF REINFORCING	
EQ EQUAL	RM ROOM	
EXP EXPANSION, EXPOSED	R.O. ROUGH OPENING	
F.B.O. FURNISHED BY OWNER	S SOUTH	
F.H. FIRE HYDRANT	S.B. SOLID BLOCKING	
FL, FLR FLOOR	S.C. SOLID CORE	
F.O. FACE OF	S.S. STAINLESS STEEL	
F.O.S. FACE OF STUD	SHTG SHEATHING	
GA GAUGE	SIM SIMILAR	
G.C. GENERAL CONTRACTOR	STRUC STRUCTURAL	
GI GALVANIZED IRON	SYM SYMMETRICAL	
G.W.B. GYPSUM WALL BOARD	T&G TONGUE AND GROOVE	
GYP BD GYPSUM WALL BOARD	THK THICK	
H HIGH	T.O., T/ TOP OF	
HDND HARDWOOD	TYP TYPICAL	
H.M. HOLLOW METAL	U.O.N. UNLESS OTHERWISE NOTED	
HT HEIGHT	V.B. VAPOR BARRIER	
INCL INCLUDING	V.I.F. VERIFY IN FIELD	
I.B.G. INSTALL BY CONTRACTOR		
INSUL INSULATION		
INV INVERT		

SYMBOLS

	KEYED NOTE		ELEVATION SHEET LOCATION
	DETAIL SHEET LOCATION		WALL ELEVATED SHEET LOCATION
	SECTION SHEET LOCATION		

GENERAL NOTES:

- SCOPE OF WORK:
 - A. INTERIOR RENOVATIONS FOR DISPENSARY AND PROCESSING AND NURSERY COMMERCIAL CANNABIS BUSINESS.
 - B. ASSOCIATED SITE IMPROVEMENTS.
 - C. (E) BUILDING IMPROVEMENTS.
- DO NOT SCALE THE DRAWINGS. IF UNABLE TO DETERMINE DIMENSIONS FOR ANY ITEM OF WORK, CONSULT THE ARCHITECT FOR DIRECTION PRIOR TO PROCEEDING.
- PERFORM ALL WORK IN ACCORDANCE WITH THE RULES AND REGULATIONS OF GOVERNMENTAL AGENCIES HAVING JURISDICTION. CONFORM TO ALL CITY, COUNTY, STATUTES, AND ORDINANCES. PROMPTLY REPORT ANY DISCREPANCIES AND OMISSIONS IN THE CONTRACT DOCUMENTS TO THE ARCHITECT.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SITE SAFETY
- NO WORK IS PROPOSED THAT WILL REQUIRE MODIFICATION TO THE SITE OR IMPACT EXISTING STORM WATER DRAINAGE. A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS NOT REQUIRED.
- PROJECT DOES NOT INCLUDE ASBESTOS ABATEMENT.
- NOTICE TO CONTRACTORS: MODIFICATIONS TO THE FIRE ALARM SYSTEM, RESULTING FROM NEW WORK, IS A DEFERRED SUBMITTAL AND SHALL REQUIRE A SEPARATE SUBMITTAL AND REVIEW. DEFERRED SUBMITTAL SHALL INCLUDE DRAWINGS AND SUPPORTIVE CALCULATIONS FOR ALL MODIFICATIONS TO THE EXISTING FIRE ALARM SYSTEM AND SHALL BE SUBMITTED BY THE INSTALLING LICENSED FIRE ALARM CONTRACTOR TO THE CITY OF SALINAS FIRE DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

LIST OF DRAWINGS

- ARCHITECTURAL**
- A01 TITLE SHEET
 - A11 SITE PLAN
 - A21 FLOOR PLAN - PROPOSED
 - A31 EXTERIOR ELEVATIONS

FIRE DEPT. NOTES:

- PRIOR TO THE FRAME INSPECTION, APPROVED FIRE SPRINKLER AND/OR FIRE ALARM MUST BE ON SITE FOR THE BUILDING INSPECTOR.
 - FIRE SAFETY DURING CONSTRUCTION SHALL FOLLOW 2013 CFC CH. 14. FIRE EXTINGUISHERS SHALL BE PROVIDED. THE AUTOMATIC FIRE SPRINKLER SYSTEM IS TO REMAIN ACCESSIBLE AND IN SERVICE AT ALL TIMES. FIRE DEPARTMENT ACCESS TO BUILDING SHALL BE ESTABLISHED & MAINTAINED IN ACCORDANCE W/ SECTION. COMBUSTIBLE DEBRIS, RUBBISH AND WASTE MATERIAL SHALL BE REMOVED FROM BUILDING AT THE END OF EACH WORK SHIFT. OPERATIONS INVOLVING THE USE OF CUTTING AND WELDING SHALL BE DONE IN ACCORDANCE WITH CFC CH. 26.
 - APPROVED FIRE DEPARTMENT EMERGENCY KEY BOX IS (E), NO CHANGE. (E) KEY BOX SHALL BE UPDATED & MAINTAINED W/ MASTER KEYS AND SHALL BE PERMANENTLY TAGGED & LABELED. THE FOLLOWING ITEMS SHALL BE PROVIDED AND/OR MAINTAINED IN THE KNOX BOX PRIOR TO FINAL FIRE: [X] MASTER KEY; [X] FIRE ALARM KEYS; [X] POINT OF CONTACT AFTER HOURS.
 - NO MATERIALS STORED IN THE PROPOSED FACILITY IS CATEGORIZED AS HAZARDOUS OR EXCEED REGULATED VOLUMES. A HAZARDOUS MATERIALS INVENTORY STATEMENT (HMIS) SHALL NOT BE REQUIRED FOR THIS PROJECT.
 - NOTICE TO CONTRACTORS: THE PROPOSED SCOPE OF WORK INCLUDES FIRE ALARM SYSTEMS. ANY MODIFICATIONS TO THESE SYSTEMS RESULTING FROM (N) WORK SHALL REQUIRE SEPARATE SUBMITTAL & REVIEW. THE CITY OF SALINAS FIRE DEPARTMENT DOES NOT ALLOW INSTALLATION OF FIRE SERVICE MAINS, FIRE SPRINKLER SYSTEMS, FIRE ALARM SYSTEMS OR OTHER FIRE PROTECTION SYSTEM PRIOR TO PLAN APPROVAL. CONTRACTORS WHO ENGAGE IN SUCH ACTIVITIES MAY BE CITED & THE PROJECT WILL BE RED TAGGED.
 - WHEN APPLICABLE, SEPARATE SUBMITTAL FOR REVIEW AND APPROVAL REQUIRED FOR THE FOLLOWING:
 - A) UNDERGROUND FIRE SERVICE
 - B) FIRE SPRINKLER SYSTEM
 - C) FIRE ALARM SYSTEM
- SUBMIT PLANS TO: FIRE PLAN CHECK
MONTEREY COUNTY REGIONAL FIRE DISTRICT
DEVELOPMENT & PERMIT SERVICES DEPARTMENT
1900 PORTOLA DR.
SALINAS, CA 93908
- INFORMATION INCLUDED WITH THIS SUBMITTAL PACKAGE ON ANY OF THE ABOVE NOTED SYSTEMS ARE FOR REFERENCE ONLY AND SHALL NOT BE USED FOR CONSTRUCTION. FIRE DEPARTMENT APPROVAL OF THIS SUBMITTAL PACKAGE EXCLUDES THESE SYSTEMS.
- FIRE SPRINKLER SYSTEMS & ALTERATIONS OF AN (E) SYSTEM AND ALL COMPONENTS SHALL CONFORM TO NFPA 13 MIN. STANDARDS AND SHALL BE REVIEWED BY FIRE DEPARTMENT PRIOR TO INSTALLATION. STAMPED, APPROVED PLANS MUST BE KEPT ON SITE FOR FIRE INSPECTOR.
 - a) SUBMITTAL TO INCLUDE A MINIMUM OF FOUR SETS OF PLANS AND CALCULATIONS WITH ALL DETAILS PER NFPA 13.
 - b) CONTRACTOR IS REQUIRED TO SUBMIT A SET OF "AS-BUILT" DOCUMENTS/DRAWINGS FOR APPROVAL PRIOR TO FINAL INSPECTION WHEN NOT INSTALLED PER PLAN.
 - c) TEST REQUIRED: ADDITIONAL/ALTERATION, 150 PSI FOR 2 HOURS.
 - FIRE DEPARTMENT CONNECTION (FDC) THREADS SHALL BE PROTECTED WITH APPROVED BRASS OR ALUMINUM ALLOY SCREW-IN PLUGS.
 - 4. NO CHANGES TO (E) BUILDING EXIT PLAN ARE PROPOSED. EXACT LOCATIONS, SPACING, LAYOUT & VISIBILITY OF EXIT SIGNS SHALL BE REVIEWED AT TIME OF FINAL INSPECTIONS. LINE OF SITE & OBSTRUCTIONS SHALL BE NOTED. MODIFICATIONS (INCLUDING THE ADDITION AND/OR RELOCATION OF SIGNS) MAY BE REQUIRED IF EXIT SIGNAGE IS NOT FOUND TO BE FULLY CODE COMPLIANT.
 - ALL SITE INSPECTIONS REQUIRE A MINIMUM 24 HOURS NOTICE. ALL FIRE DEPARTMENT INSPECTIONS ARE TO BE REQUESTED THROUGH THE BUILDING DIVISION. PLEASE BE SPECIFIC AS TO TYPE OF INSPECTION.
 - APPROVED NUMBERS AND/OR LETTERS SHALL BE PLACED ON ALL BUILDINGS, TO BE VISIBLE FROM THE STREET, COLOR CONTRASTING TO BACKGROUND. ADDRESS POSTING IS REQUIRED ON THE BUILDING, FIRE DEPARTMENT ACCESS, AND ON ALL REAR DOORS. SIGNAGE TO BE 6" HIGH BY 3/4" STROKE.
 - TACTILE SIGNAGE IS TO BE INSTALLED AS REQUIRED BY 2016 CFC.
 - FIRE ALARM SYSTEM AND ALL COMPONENTS SHALL CONFORM TO NFPA 72 MINIMUM STANDARDS AND SHALL BE REVIEWED AND APPROVED BY THE FIRE DEPARTMENT PRIOR TO INSTALLATION. STAMPED, APPROVED PLANS MUST BE KEPT ON SITE FOR THE FIRE INSPECTOR.
 - FIRE SAFETY DURING CONSTRUCTION SHALL FOLLOW 2016 CFC CH. 33. FIRE EXTINGUISHERS SHALL BE PROVIDED. THE AUTOMATIC FIRE SPRINKLER SYSTEM IS TO REMAIN IN SERVICE AT ALL TIMES. UNDER NO CIRCUMSTANCE SHALL THE FIRE SPRINKLER SYSTEM BE LEFT OUT OF SERVICE OVERNIGHT. FIRE DEPARTMENT ACCESS ROADS SHALL BE ESTABLISHED & MAINTAINED IN ACCORDANCE WITH SECTION 503.
 - AN APPROVED ACCESS WALKWAY LEADING FROM FIRE APPARATUS ACCESS ROADS TO EXTERIOR OPENINGS SHALL BE PROVIDED AND MAINTAINED.

PERMIT NO:
CCB DISPENSARY & PROCESSING &
CULTIVATION & NURSERY
USE PERMIT FOR:
**RICKY CABRERA and THE CHAPIN
LIVING TRUST**

115 & 117 MONTEREY SALINAS HWY SALINAS, CA 93908

PROPRIETOR:
RICKY CABRERA

PROPERTY OWNER:
THE CHAPIN LIVING TRUST
560 CRAZY HORSE CANYON RD
SALINAS, CA 93907

ARCHITECT
KASAVAN ARCHITECTS
60 W. MARKET STREET, SUITE 300
SALINAS, CALIFORNIA 93901
831.424.2232

KASAVAN ARCHITECTS
60 W. Market St., Suite 300
Salinas, California 93901
Voice 831.424.2232
Fax 831.424.2501



CONSULTANTS

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REVISIONS:

USE PERMIT FOR:
RICKY CABRERA & THE CHAPIN LIVING TRUST
A.T.
115 & 117 MONTEREY SALINAS HWY SALINAS, CA 93908
TITLE SHEET

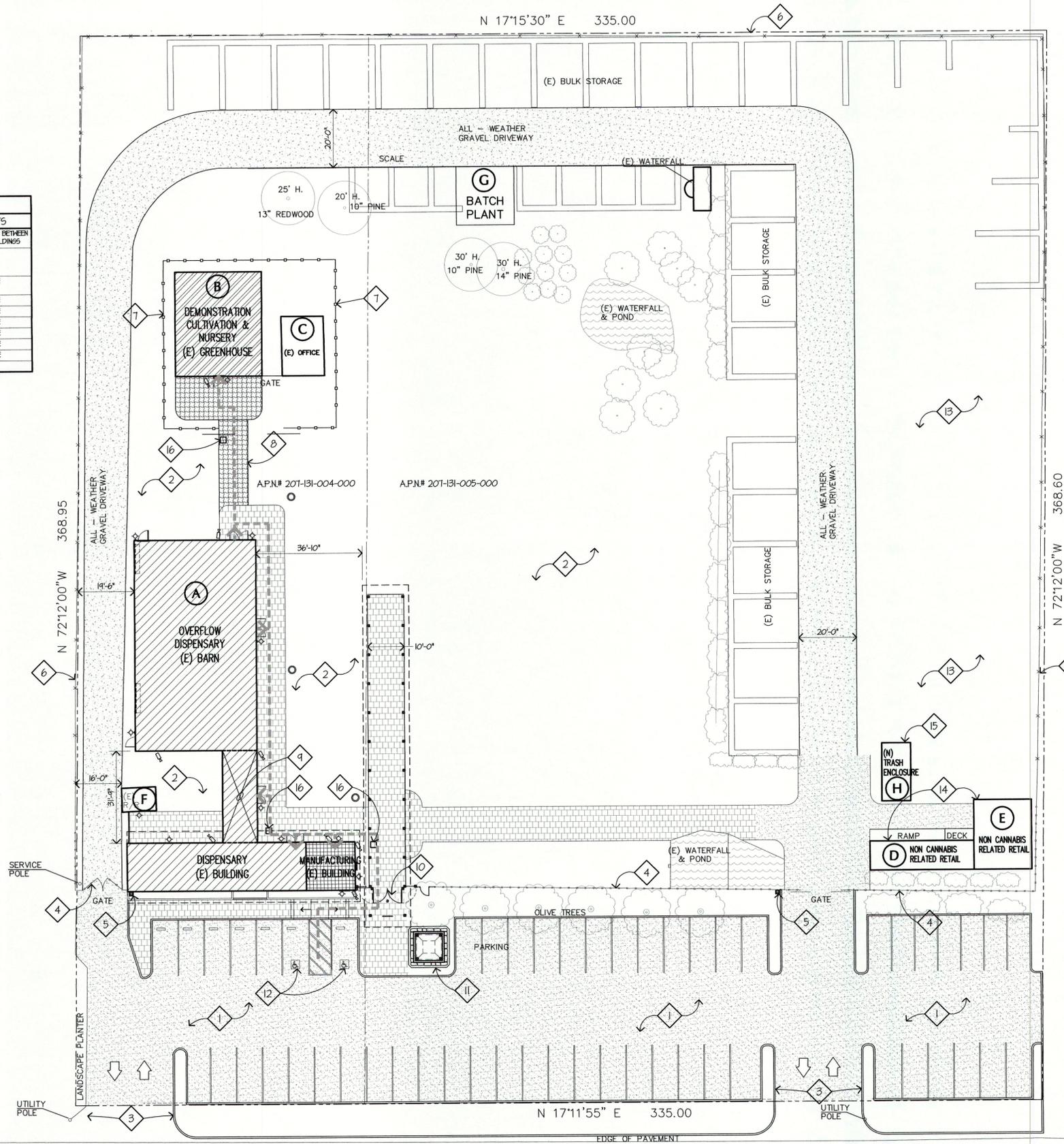
SHEET NUMBER

A0.1

DATE: 30 APR 2019

JOB DRAWN
1852 GADD

PROJECT BUILDING DATA			
BUILDING	USE	AREA	COMMENTS
A	DISPENSARY & MANUFACTURING (EDIBLE INFUSION)	4,140 SF.	COVERED WALKWAY BETWEEN TWO EXISTING BUILDINGS
B	DEMONSTRATION CULTIVATION NURSERY (E) GREENHOUSE	1,080 SF.	NO CHANGE
C	(E) OFFICE	300 SF.	NO CHANGE
D	NON CANNABIS RELATED RETAIL	360 SF.	NO CHANGE
E	NON CANNABIS RELATED RETAIL	480 SF.	NO CHANGE
F	(E) EMPLOYEE ONLY RESTROOMS	91 SF.	NO CHANGE
G	(E) BATCH PLANT	200 SF.	NO CHANGE
H	(N) TRASH ENCLOSURE	200 SF.	NO CHANGE
TOTAL AREA:		7,413 SF.	



GENERAL NOTES

- EVERYTHING SHOWN IS (E) TO REMAIN U.O.N.
- SITE INFORMATION BASED ON LANDSET ENGINEERS GRADING PLAN, SHEET G-1 ATTACHED FOR REFERENCE ONLY AND SITE OBSERVATION.
- SEE SHEETS A2.1 FOR BUILDING PLANS

KEYED NOTES:

- 1 (E) PARKING LOT, NO CHANGE
- 2 (E) GRAVEL AREA, NO CHANGE
- 3 (E) DRIVEWAY, NO CHANGE
- 4 (E) ORNAMENTAL FENCE & GATE
- 5 (N) KNOX BOX, COORD. W/ LOCAL FIRE MARSHAL
- 6 REPLACE PERIMETER CHAINLINK FENCE W/ (N) 8' CHAIN LINK FENCE W/ PRIVACY SLATS
- 7 (N) T ORNAMENTAL FENCE AND GATES
- 8 (N) CONC. PAVERS
- 9 (N) ADDITION AREA 301 SF. ENCLOSED WALKWAY
- 10 (E) TRELLIS & GATE, NO CHANGE
- 11 (E) WINDMILL, NO CHANGE
- 12 (E) ACCESSIBLE PARKING NO CHANGE
- 13 (E) RETAIL SALES MATERIALS
- 14 (E) NON CANNABIS RELATED RETAIL
- 15 PROPOSED TRASH ENCLOSURE
- 16 SECURITY / CHECK-IN STATION

LEGEND

- ACCESSIBLE P.O.T.
- [Hatched Box] UNIT A - MANUFACTURING (EDIBLE INFUSION)
- [Diagonal Lines] UNIT B - DISPENSARY
- [Cross-hatched Box] UNIT C - DEMONSTRATION CULTIVATION & NURSERY
- [Grid Pattern] (E) CONC. PAVERS
- [Stippled Box] (E) AC PAVING
- [Dotted Box] (N) CONC. PAVERS
- [Camera Icon] SECURITY CAMERA, SCHEMATIC LOCATION
- [Light Icon] BUILDING LIGHT, SCHEMATIC LOCATION
- [Circle with Dot] POLE MOUNTED LIGHT, SCHEMATIC LOCATION

KASAVAN ARCHITECTS
 60 W. Market St., Suite 300 Salinas, California 93901
 Voice 831.424.2232 Fax 831.424.2501



CONSULTANTS

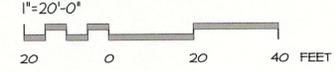
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REVISIONS:

USE PERMIT FOR:
RICKY CABRERA & THE CHAPIN LIVING TRUST
 A.T.
115 & 117 MONTEREY SALINAS HWY SALINAS, CA 93908
SITE PLAN

SHEET NUMBER
A1.1
 DATE: 30 APR 2014
 JOB 1852 DRAWN CADD

SITE PLAN



GENERAL NOTES

- EVERYTHING SHOWN IS (E) TO REMAIN U.O.N.
- FLOOR PLANS SHOWN FOR USE PERMIT REVIEW ONLY.

KEYED NOTES

- 1 (N) CASEWORK AND DISPLAY CASES TYP.
- 2 (N) ADDITION AREA, HATCHED
- 3 (N) 1" ORNAMENTAL FENCE & GATES
- 4 (N) RAISED PLANTING TABLES
- 5 (N) WOOD FRAME AND SCREEN PARTITION
- 6 MAIN ENTRY DOOR AND CHECK-IN
- 7 MAIN P.O.S. COUNTER
- 8 SECONDARY ENTRY DOOR AND CHECK-IN FOR OVERFLOW DISPENSARY
- 9 P.O.S. COUNTER FOR OVERFLOW DISPENSARY
- 10 EXIT ONLY DOOR
- 11 EXHAUST HOOD AND STOVE
- 12 (E) EMPLOYEE ONLY RESTROOMS
- 13 SECURITY / CHECK-IN STATION FOR SITE ENTRANCE
- 14 SECURITY / CHECK-IN STATION FOR DISPENSARY ENTRANCE
- 15 SECURITY / CHECK-IN STATION FOR NURSERY ENTRANCE
- 16 EDIBLE INFUSION

LEGEND

- (E) 2X WALL
- NEW 2X WALL
- (N) ADDITION AREA, HATCHED



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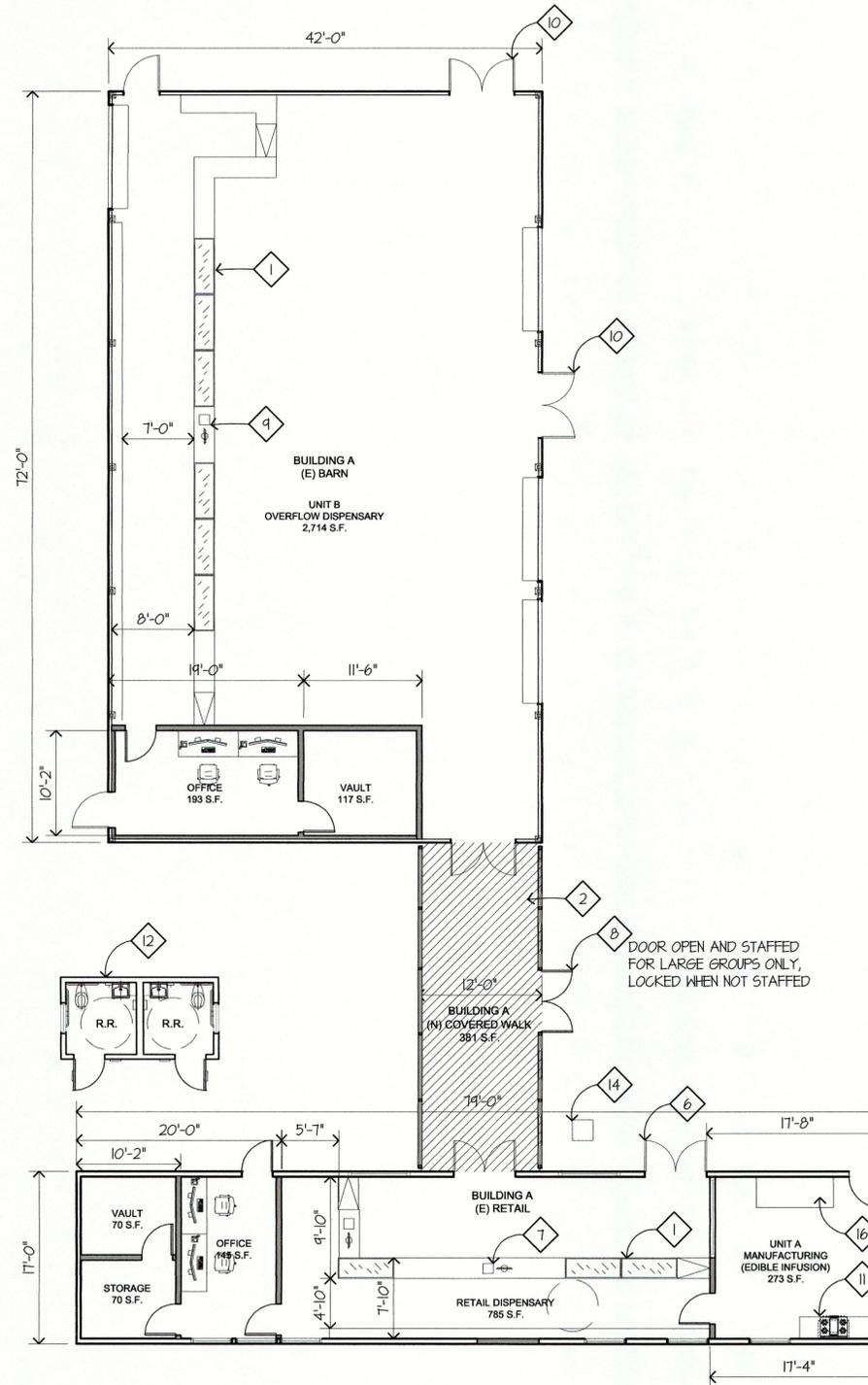
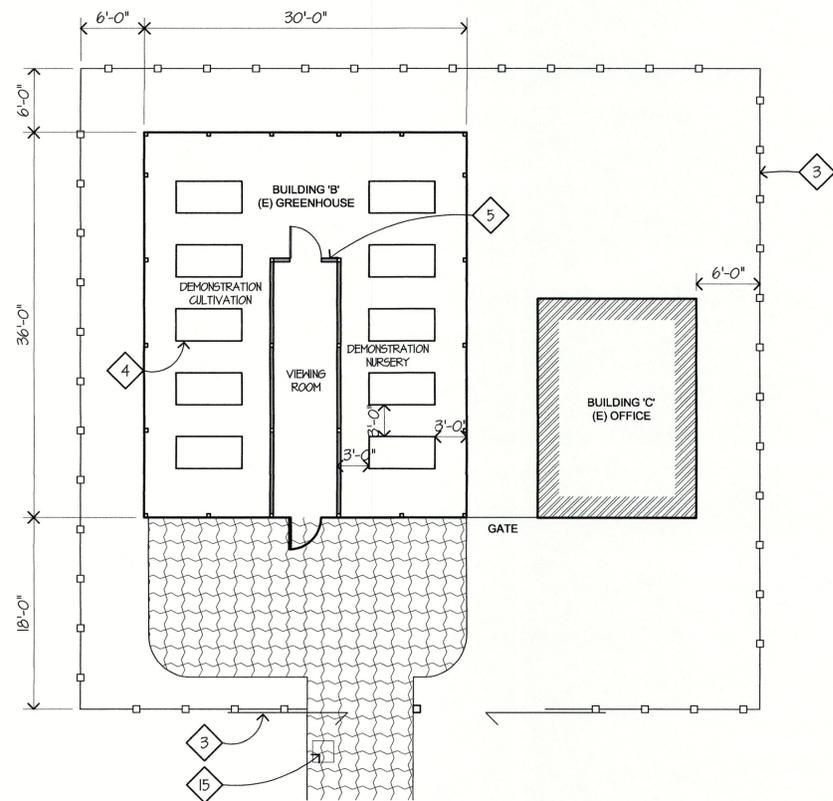
REVISIONS:

USE PERMIT FOR:
RICKY CABRERA & THE CHAPIN LIVING TRUST
 A.T.
115 & 117 MONTEREY SALINAS HWY SALINAS, CA 93908
FLOOR PLAN - PROPOSED

SHEET NUMBER

A2.1

DATE: 30 APR 2014
 JOB: 1852 DRAWN: GADD



PARTIAL SITE PLAN-PROPOSED
 SCALE: 1/8"=1'-0"

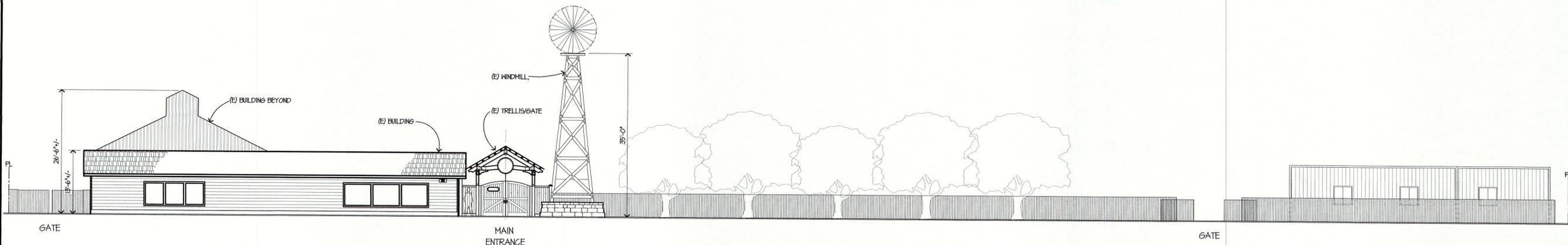
BUILDING B



FLOOR PLAN-PROPOSED
 SCALE: 1/8"=1'-0"

BUILDING A UNIT A & UNIT B





EXTERIOR WEST ELEVATION
3/32"=1'-0"

1



CONSULTANTS

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REVISIONS:

USE PERMIT FOR:
RICKY CABRERA & THE CHAPIN LIVING TRUST
A.T.
15 & 17 MONTEREY SALINAS HWY SALINAS, CA 93908
EXTERIOR ELEVATIONS

SHEET NUMBER

A3.1

DATE: 30 APR 2014
JOB: 1252 DRAWN: GADD

Attachment B

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Agricultural Advisory Committee (AAC)

ACTION MINUTES

Location:	Agricultural Commissioner's Office Ag Center Conference Room 1428 Abbott Street Salinas, CA 93901		
Date:	June 27, 2019		
Time:	2:30 p.m. to 4:30 p.m.		
Attendees:	<i>Committee Members</i>		<i>Staff & Guests</i>
	Sherwood Darington Alex Eastman Kurt Gollnick Nick Huntington Bill Lipe, Chair	Matt Shea Dennis Sites Scott Storm Kirk Williams	Nadia Garcia, Associate Planner, RMA Mary Perry, Deputy County Counsel Henry Gonzales, Agricultural Commissioner Jose Chang, Assistant Agricultural Commissioner
Absent:	Jocelyn Bridson, Allen Davis, Erik Heacox, Scott Violini		

I. Call to Order

The meeting was called to order by Chair Lipe at 2:35 p.m.

II. Consent

A. April 25, 2019, meeting minutes

Motion: It was moved by Committee Member Shea and passed by the following vote to approve the April 25, 2019, Agricultural Advisory Committee minutes.

- AYES:** Darington, Eastman, Gollnick, Huntington, Shea, Sites, Storm and Williams
NOES: None
ABSENT: Bridson, Davis, Heacox and Violini
RECUSE: Lipe

B. Resource Management Agency (RMA) Supplemental Sheet

Motion: It was moved by Committee Member Gollnick and passed by the following vote to approve staff recommendations on the RMA supplemental sheet of projects.

- AYES:** Darington, Eastman, Gollnick, Huntington, Shea, Sites, Storm and Williams
NOES: None
ABSENT: Bridson, Davis, Heacox and Violini
RECUSE: Lipe

III. PUBLIC COMMENT

None

IV. AGRICULTURAL COMMISSIONER'S UPDATE

Henry Gonzales, Agricultural Commissioner

- Introduced new employees Jose Chang, Assistant Agricultural Commissioner and Sealer of Weights and Measures and Shandy Carroll, Ag Resource and Policy Manager
- 2018 Crop Report was released on June 25, 2019;
- Board of Supervisors authorized the department to work with CDFR and perform regulatory work of the new hemp cultivation program.
- Board of Supervisors approved the hemp pilot program and directed staff to prepare a draft ordinance;
- Hemp cultivation pilot project community meeting organized by Supervisors Phillips and Lopez held on June 26, 2019;
- Asian Citrus Psyllid: No new detections since February 2019. Parasitic wasp released in May.

V. South of Salinas US 101 Traffic Safety Alliance (informational)

Laura Giudici-Mills, Founding Member

W.B. "Butch" Lindley, Founding Member

Provided information to the Committee about the purpose, goals, and achievements of the Traffic Safety Alliance.

- Committee provided with an additional handout;
- Regular meetings with Transportation Agency for Monterey County; CalTrans; California Highway Patrol; Monterey County Public Works, and District 3 Supervisor Chris Lopez;
- Proposed corridor study from Airport Blvd. to King City;
- No U-turn signs between Hartnell Road and Chualar;
- No left turn signs from Gould, Hartnell, Eckhart, Spence, Potter, Soma Villa and Esperanza Roads.

Public Comment: None

VI. Resource Management Agency - Planning

Jacquelyn Nickerson, Project Planner

Nadia Garcia, Associate Planner

Project Title: Chapin (Cabrera)

Planning File No.: PLN170296

Project Location: 115-117 Monterey Salinas Highway, Salinas (Greater Salinas Area Plan) - currently McShane's Nursery
APNs: 207-131-004-000 and 207-131-005-000

Project Description: Amendment to McShane's Nursery discretionary permit to convert the use of an ornamental landscape nursery to a commercial cannabis retailer with commercial cannabis processing (edibles) and cannabis cultivation within existing greenhouse for display purposes only.

Action Requested: Recommend denial to the Planning Commission.

- Properties zoned as farmland;
- Retail cannabis not allowed in farmland zoning district;
- Amend use permit to allow legal non-conforming use of cannabis retailer;
- Public Works requiring updated traffic analysis;
- Environmental Health questioning ability of septic system and water supply to handle change of use;
- Zoning change requires a General Plan amendment;

Public Comment: Don Chapin (Applicant)
Christian Snyder
Barry Kinman
Sergio Sanchez
David Bunn
Chris Bunn

MOTION: It was moved by Committee Member Gollnick to recommend approval to the Planning Commission. The motion failed by the following vote:

AYES: Gollnick, Shea and Storm
NOES: Darington, Huntington, Lipe and Sites
ABSTAIN: Williams
RECUSE: Eastman
ABSENT: Bridson, Davis, Heacox and Violini

MOTION: It was moved by Committee Member Darington to support staff's recommendation and passed by the following vote:

AYES: Darington, Huntington, Lipe and Sites
NOES: Gollnick and Shea
ABSTAIN: Storm and Williams
RECUSE: Eastman
ABSENT: Bridson, Davis, Heacox and Violini

VII. ADMINISTRATIVE MATTERS

None

VIII. AGRICULTURAL ADVISORY COMMITTEE COMMENTS

None

IX. ADJOURNMENT

The meeting was adjourned at 4:10 p.m. by Chair Lipe.

Respectfully submitted,

Kathleen Nielsen

Agricultural Commissioner's Office

B. Resource Management Agency Supplemental Sheet

Number	Title	Property Information	Action Requested
1.	King Ranch	<p>Lot Line Adjustment between four (4) lots of record under (substandard in size and not under Williamson Act) in order to align properties with existing roads.</p> <p>Planning File No.: PLN190111 Project Location: Douglas Rd and Claribel Rd, off of Vineyard Road in the Ranchita Cyn Area, San Miguel, South County Area Plan APN(s): 424-404-025; 424-404-042; 424-404-041; 424-404-040</p>	<p>Recommend approval to the Chief of Planning.</p>
2.	Morkner	<p>Lot Line Adjustment between two (2) lots of record under Williamson Act in order to align property lines with the physical features of the land.</p> <p>Planning File No.: PLN190025 Project Location: Monroe Canyon Rd, King City, Central Salinas Valley Area Plan APN(s): <u>Existing Parcel A:</u> 221-091-005 and 221-102-007; <u>Existing Parcel B:</u> 419-121-019; 036; 037; 038; 039; 040; 041</p>	<p>Recommend approval to the Board of Supervisors.</p>
3.	Rava	<p>Lot Line Adjustment between two (2) lots of record under Williamson Act Contracts in order to separate the row crop and grazing parcels and therefore allow for better estate planning in order to continue the agricultural operations.</p> <p>Planning File No.: PLN180205 Project Location: Wildhorse Cyn Road and Freeman Flat Road, King City, Central Salinas Valley Area Plan APN(s): <u>Existing Parcel 1:</u> 420-091-031; <u>Existing Parcel 2:</u> 420-091-020; 030</p>	<p>Recommend approval to the Board of Supervisors.</p>
4.	Copely Land Co.	<p>Lot Line Adjustment between two (2) lots of record under Williamson Act Contracts in order to align the grazing parcels along the existing road.</p> <p>Planning File No.: PLN180103 Project Location: Wildhorse Cyn Road, King City, Central Salinas Valley Area Plan APN(s): <u>Existing Parcel II:</u> 420-091-015; 022; and 023; and <u>Existing Parcel IV:</u> 420-191-016; 017; and 021</p>	<p>Recommend approval to the Board of Supervisors.</p>

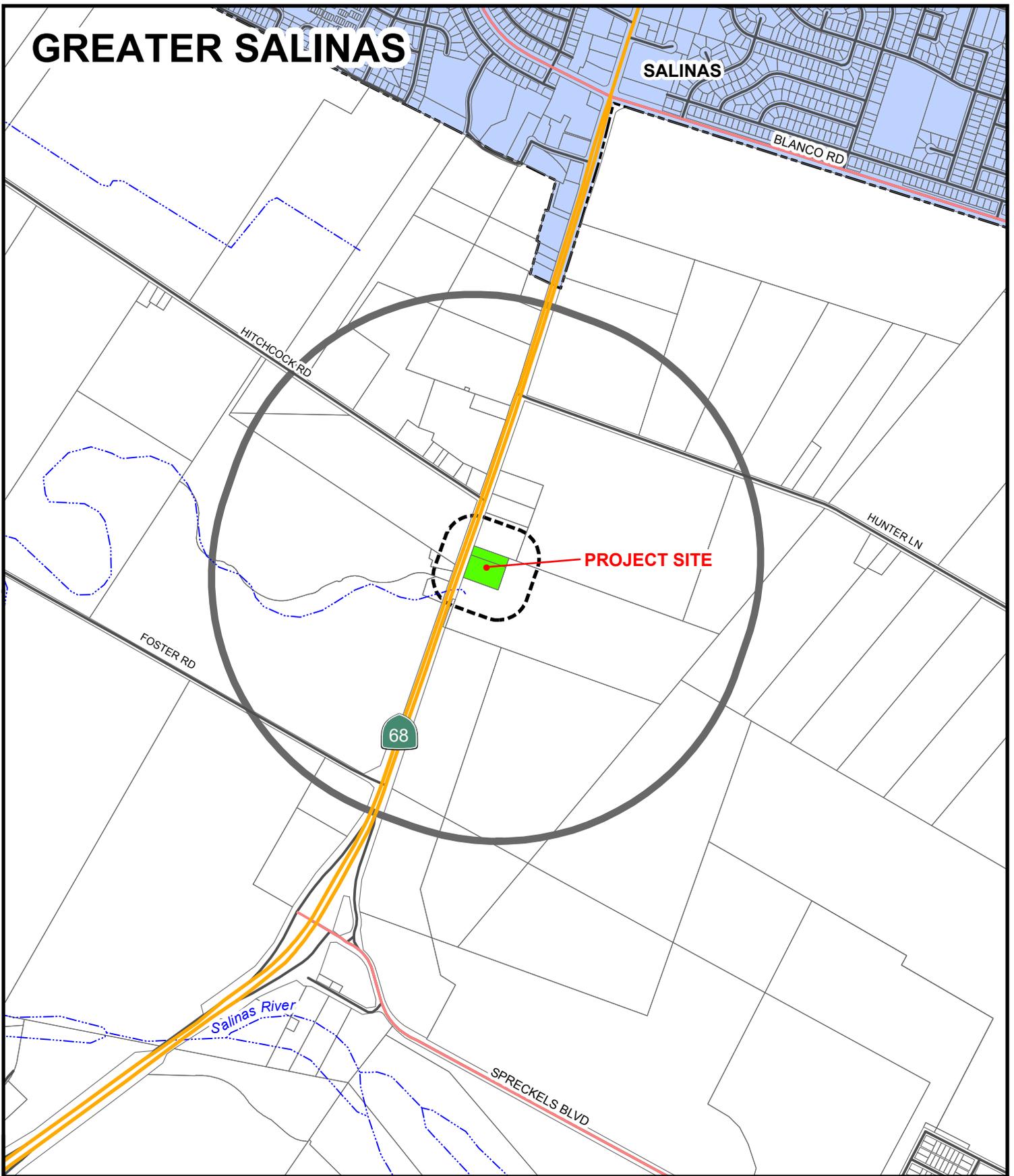
B. Resource Management Agency Supplemental Sheet

Number	Title	Property Information	Action Requested
5.	Dole	(Wind turbines by Foundation Windpower) Planning File No.: PLN170527 Project Location: 32655 Camphora-Gloria Rd, Soledad, Central Salinas Valley Area Plan APN: 257-081-038-000	Recommend approval to the Planning Commission.
6.	Ziemann Artisan Winery	Administrative Permit to convert an existing 900 sf metal building into an Artisan Winery producing 1,000 cases per year. The property is located in the Agricultural & Winery Corridor- Jolon Road Segment. Planning File No.: PLN180410 Project Location: 70211 Jolon Rd, Bradley, South County Area Plan APN: 423-251-005-000	Recommend approval to the RMA Chief of Planning.

Attachment C

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GREATER SALINAS

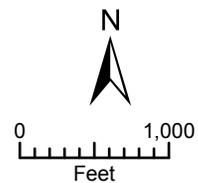


APPLICANT: CHAPIN

APN: 207-131-004-000 & 207-131-005-000

FILE # PLN170296

Water 2500' Limit 300' Limit City Limits



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Attachment D

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NOTICE OF APPEAL

Monterey County Code
Title 19 (Subdivisions)
Title 20 (Zoning)
Title 21 (Zoning)

RECEIVED
MONTEREY COUNTY

2020 AUG 26 PM 12:47

CLERK OF THE BOARD

J Pablo
DEPUTY
Clerk of the Board
HD

No appeal will be accepted until a written decision is given. If you wish to file an appeal, you must do so on or before 8/31/2020 (10 days after written notice of the decision has been mailed to the applicant). Date of decision 8/21/2020.

1. Please give the following information:

- a) Your name Donald D. Chapin
- b) Phone Number (831) 449-4273
- c) Address 560 Crazy Horse Canyon Rd. City Salinas Zip 93907
- d) Appellant's name (if different) Donald D. Chapin and Barbara A. Chapin TRS

2. Indicate the appellant's interest in the decision by checking the appropriate box:

- Applicant
- Neighbor
- Other (please state) _____

3. If you are not the applicant, please give the applicant's name:

4. Indicate the file number of the application that is the subject of the appeal and the decision making body.

- | | File Number | Type of Application | Area |
|---------------------------|------------------|---------------------|---------------------------|
| a) Planning Commission: | <u>PLN170296</u> | <u>Use Permit</u> | <u>Greater Salinas AP</u> |
| b) Zoning Administrator: | _____ | _____ | _____ |
| c) Subdivision Committee: | _____ | _____ | _____ |
| d) Administrative Permit: | _____ | _____ | _____ |

5. What is the nature of the appeal?

a) Is the appellant appealing the approval or the denial of an application? (Check appropriate box)

b) If the appellant is appealing one or more conditions of approval, list the condition number and state the condition(s) being appealed. (Attach extra sheets if necessary).

Conditions 1 (Consistency with Applicable Plans and Policies). Condition 2 (Site Suitability). Condition 3 (CEQA)

6. Check the appropriate box(es) to indicate which of the following reasons form the basis for the appeal:

There was a lack of fair or impartial hearing; or

The findings or decision or conditions are not supported by the evidence; or

The decision was contrary to law.

You must next give a brief and specific statement in support of each of the bases for appeal that you have checked above. The Board of Supervisors will **not** accept an application for appeal that is stated in generalities, legal or otherwise. If the appellant is appealing specific conditions, you must list the number of each condition and the basis for the appeal. (Attach extra sheets if necessary).

See attached

7. As part of the application approval or denial process, findings were made by the decision making body (Planning Commission, Zoning Administrator, Subdivision Committee or Director of Planning). In order to file a valid appeal, you must give specific reasons why the appellant disagrees with the findings made. (Attach extra sheets if necessary).

See attached

8. You are required to submit stamped addressed envelopes for use in notifying interested persons that a public hearing has been set for the appeal. The Resource Management Agency – Planning will provide you with a mailing list.

9. Your appeal is accepted when the Clerk of the Board's Office accepts the appeal as complete on its face, receives the filing fee (Refer to the most current adopted Monterey County Land Use Fees document posted on the RMA Planning website at http://www.co.monterey.ca.us/planning/fees/fee_plan.htm) and stamped addressed envelopes.

APPELLANT SIGNATURE

DATE 8-26-2020

ACCEPTED

(Clerk to the Board)

DATE 8-26-2020

Attachment to Appeal of Planning Commission Resolution No. 20-026

6. The findings or decision or conditions are not supported by the evidence, and the decision was contrary to law.

The Applicant sought to allow an additional agricultural product to the mix of agricultural products already being offered at the site. The site is entitled with existing use permits that allow the retail sale of nursery items. Over the years, the County of Monterey has affirmed this entitlement several times. Therefore, the findings and decision of the Planning Commission are not supported by the evidence because the long-standing use permits allow for the retail sale of agricultural product at the project site. Also, there is nothing in the record to support the County of Monterey has the right to limit the retail sale of agricultural products at the site. Indeed, the County of Monterey has affirmed this right each time it has granted a use permit or general development permit for the site. Because the site is entitled to use the site for the retail sale of agricultural products, the Planning Commission's decision not to extend that right to a new agricultural product was contrary to law.

7. Specific reasons why the Appellant disagrees with the findings made.

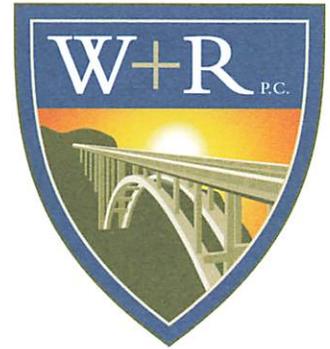
Finding 1: Incorrectly states the Application is not consistent with applicable plans and policies. However, the project site is entitled with a use permit that allows the retail sale of agricultural products at the site, and the Application merely seeks to add another agricultural product to the mix of current offerings. For this reason, the statement in Finding 1 that the proposed use would expand the legal non-conforming use is also incorrect.

Finding 2: Incorrectly states that the site is not suitable for the use proposed. Again, the Application will only result in adding an agricultural product to the already existing mix of agricultural products sold at the site. By virtue of issuing various use permits over the years allowing for the retail sale of agricultural products at the site, the County has acknowledged the site is suitable for retail nursery sales.

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Attachment E

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George R. Walker, Esq. (1928-2018)

Hansen P. Reed, Esq.

Ashlee E. Gustafson, Esq.

John N. Staples, III, Esq.

William H. Shearer, Esq.

James G. Heisinger, Jr., Esq.

Of Counsel

Sidney M. Morris, Esq.

Of Counsel

**Via Electronic Mail at: phearingcomments@co.monterey.ca.us
And US Mail**

August 10, 2020

Author's Email Address:

hreed@walkerandreed.com

Monterey County Planning Commission
1441 Schilling Place
Salinas, CA 93901

Re: August 12, 2020 Commission Meeting

Dear Commissioners,

I am an attorney representing a group of Salinas Valley farmers and landowners regarding the above stated Planning File and the property at 115-117 Monterey Salinas Hwy, Salinas, California (the "Property"). Please accept this letter as direct opposition to the PLN170296 permit process for a cannabis dispensary use permit and/or cannabis cultivation use permit application.

The Property is Not Properly Zoned for Cannabis Retail.

The permit for proposed cannabis project at the Property must be denied because it is inconsistent with the Property's current zoning. Cannabis dispensaries are limited to Light Commercial and Heavy Commercial zones. MCC 21.67.040 states "Medical cannabis dispensaries shall not be allowed in any other zoning district." However, the Property is zoned farmland with a minimum building site of 40 acres (F/40). The Property is therefore not within the mandatory zoning for a cannabis dispensary, and the project cannot be approved as a matter of law.

WALKER+REED
ATTORNEYS AT LAW P.C.

Cheryl Ku, a Senior Planner with the Monterey County Resource Management Agency, recently affirmed that the Property is not properly zoned for the proposed project. In a May 26, 2020 letter (“MCRMA Letter”), a copy of which is enclosed herein, Ms. Ku not only stated that the proposed project is not consistent with the property’s zoning, but also that Monterey County does not consider cannabis uses similar in nature to any existing or permitted use. The MCRMA Letter ultimately concluded that the MCRMA staff would recommend the denial of the project.

Cannabis Cultivation at the Property Would Create Problems for the Surrounding Area.

My client’s opposition to cannabis at the Property is not limited to inconsistent zoning, but also includes opposition to any cannabis cultivation at the Property. While the Property could potentially be used for cannabis cultivation because the Property is zoned for farming and includes a small greenhouse which existed on or before January 1, 2016, doing so would create several problems for the surrounding areas in the Salinas Valley.

First, allowing commercial cannabis cultivation at the property could create a dangerous precedent of transforming old barns into structures for cultivations use. Several buildings located on the Property cannot be utilized as greenhouses or as “industrial buildings” as they are not buildings located in an industrial zoned property. Should the applicant be permitted to transform the barn buildings into greenhouse space, the County would risk every tractor barn or out structure on an agriculture zoned property to be converted to cultivation use. It is the County’s intent to restrict the proliferation of greenhouses and other structures on productive agricultural lands. Allowing cannabis cultivation at the property threatens that goal.

Second, cannabis cultivation at the Property would impact the scenic nature of Highway 68. The highway is designated scenic highway and, pursuant to CEQA, the impacts on the view need to be considered. Cannabis cultivation is an industry requiring significant security precautions, for a variety of reasons. California’s cannabis regulations even require all that cannabis inventory be secured in a limited access area, with constant video surveillance. (CCR 16 §§ 5033, 5042, 5044). Accordingly, heavy security is standard within the cannabis industry. Allowing cultivation of cannabis at the Property could significantly impact the scenery on the main route between Monterey and Salinas, if large barbed wire fences or other items were placed on the Property for protection of cannabis. The City of Salinas has a vested interest in not having a cultivation facility at its gateway.

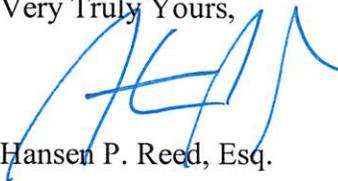
Third, cannabis cultivation at the Property would create a public health risk by significantly increasing the public exposure to cannabis. The Monterey County Health Department recommends that a cannabis retail permit for the Property be denied “due to potential exposures and/or increased use by risk groups due to normalization of cannabis.” Permitting commercial cannabis cultivation at the property would similarly expose the surrounding populations to cannabis, further normalizing the consumption of cannabis among high risk groups. The property’s location on the side of Highway 68 means that any cultivation at the Property is likely to be highly conspicuous. All traffic between Monterey and Salinas would be exposed to the cannabis operations at the Property, including students traveling to and from schools. The county should not permit the operation of a cannabis farm that poses such a risk to public health.

August 10, 2020

Page 3

We request that the permit submitted for the cannabis dispensary and cannabis cultivation be denied by the County. Should you wish to discuss this matter further or if you have any questions or concerns, please do not hesitate to contact my office.

Very Truly Yours,



Hansen P. Reed, Esq.

HPR/whs
Enclosures

CC: Clients
Brandon Swanson, Planning Services Manager
Craig Spencer, Senior Planner
Jackie Nickerson via email NickersonJ@co.monterey.ca.us
Melissa McDougal via email McDougalM@co.monterey.ca.us



George R. Walker, Esq. 1928-2018
Hansen P. Reed, Esq.
Ashlee E. Gustafson, Esq.
John N. Staples, III, Esq.
William H. Shearer, Esq.

Via U.S. Mail

May 28, 2020

Monterey County Board of Supervisors
P.O. Box 1728
Salinas, CA 93902

Author's Email Address:
HReed@walkerandreed.com

**Re: PLN170296 Cannabis Dispensary and Cultivation Use Permit
115- 117 Monterey Salinas Hwy, Salinas, California**

Dear Supervisors:

I am an attorney representing a group of Salinas Valley farmers and landowners regarding the above stated Planning File and the property at 115-117 Monterey Salinas Hwy, Salinas, California (the "Property"). Please accept this letter and its enclosures as continued direct opposition to the PLN170296 permit process for a cannabis dispensary use permit and/or cannabis cultivation use permit application.

To avoid restating points that I have made previously, I have enclosed copies of previous letters my firm has send the Committee and AAC on this matter. We request that this letter and the attachments (previously submitted letters) be included in the Use Permit Planning file record.

We request that the permit submitted for the cannabis dispensary and cannabis cultivation on the Property be denied by the county. If you have any comments or questions, please feel free to contact my firms.

Very truly yours,

Hansen P. Reed /S/

Hansen P. Reed

HPR/whs
Enclosures

CC: Clients
Brandon Swanson, Planning Services Manager
Craig Spencer, Senior Planner
Jackie Nickerson via email NickersonJ@co.monterey.ca.us
Melissa McDougal via email McDougalM@co.monterey.ca.us

WALKER+REED
ATTORNEYS AT LAW P.C.



George R. Walker, Esq. 1928-2018
Hansen P. Reed, Esq.
Ashlee E. Gustafson, Esq.
Barry Alan Kinman, Esq.
John N. Staples, III, Esq.

Via Email: nielsenk@co.monterey.ca.us

June 25, 2019

William Lipe, Monterey County AAC
Committee Chair
Monterey County AAC
1428 Abbott Street
Salinas, CA 93901

Author's Email Address:
HReed@walkerandreed.com

**Re: PLN170296 Cannabis Dispensary and Cultivation Use Permit
115- 117 Monterey Salinas Hwy, Salinas, California**

Dear Mr. Lipe:

I am an attorney representing a group of Salinas Valley farmers and landowners regarding the above stated Planning File and the property at 115-117 Monterey Salinas Hwy, Salinas, California (the "Property"). Please accept this letter as a direct opposition to the PLN170296 permit process for a cannabis retail use permit and/or cannabis cultivation use permit application. The applicant should not be permitted to transform the Property to a cannabis retail operation and/or for use of cannabis cultivation. We have reviewed the MCRMA letter dated May 31, 2019. While we agree with all the bases given in that letter for denial our opposition goes beyond the technical failures of the application.

CANNABIS RETAIL

The County of Monterey only allows cannabis retail operations and cannabis cultivation with an Administrative Permit and/or Use Permit and therefore any proper transformation will require County approval. The Property cannot be used for a cannabis retail site because the Property is not zoned for Light Commercial or Heavy Commercial. The Property is zoned for Farming/Agriculture. Cannabis retailers are limited to Light Commercial and Heavy Commercial. "21.67.040 - Regulations for cannabis retailers. A. Applicability. The provisions of this Section are applicable in Light Commercial (LC) and Heavy Commercial (HC) zoning districts. Cannabis retailers shall not be allowed in any other zoning district." The Property is not within the mandatory zoning for a cannabis retail and therefore as a matter of law cannot be approved. We want to be clear we are not seeking to thwart our neighbor from making a living in the field of agriculture. The historical usage of the nursery is as a nursery. The application is attempting to engage in the cannabis industry in every way.

WALKER+REED
ATTORNEYS AT LAW P.C.

This is undoubtedly one of the reasons the County's letter of May 31, 2019 stated, The County does not consider cannabis uses similar in the nature to any existing or permitted use. It makes perfect sense and is completely consistent with past actions of the County in granting the permits in 1984, 1996 and 2006. In each case the fundamental use was consistent with the nature of the existing business. A landscape material business is like/kind to a nursery. Storage buildings and greenhouses are consistent with and supplement a nursery business. We agree completely with the applicant's argument as made by Alex J. Lorca on October 1, 2018 that, "PLN 060174 accurately summarized allowable uses at the Site: "the nursery, located on APN 207-131-004-000, consists of the main nursery building and greenhouse, annuals and perennial bedding flowers, various ornamental shrubs and trees, demonstration gardens and staging areas containing soil, soil amendment blends, bark, mulches and decorative rock, a storage and mixing area. The ornamental landscape material business (APN 207-131-005-000); consists of large quantities of bark, decorative rock and other landscape materials."

What the applicant's attorney refuses to acknowledge is what is obvious to the County; cannabis uses are not similar in nature to any existing or permitted use. The existing business would have to cease operations. The only way for the existing business to continue operations is if every customer who sought traditional nursery items qualified for entry into a cannabis business. All minors would have to be excluded. All identification requirements permitting entry to a cannabis business would have to be adhered to in order to gain entry into the nursery. Unless this was required option 1. of the County's two possible options as set forth on page 2 of the May 31, 2019 letter would not be meeting minimum legal requirements. Option 2. Is a hypothetical and will not be addressed.

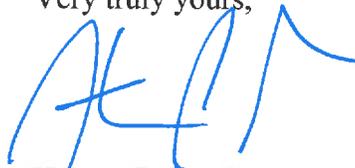
CANNABIS CULTIVATION

Although the Property could potentially be considered for cannabis cultivation, as the Property is zoned for farming and includes a small greenhouse which existed on or before January 1, 2016, the other buildings located on the Property cannot be utilized as greenhouses or as "industrial buildings" as they are not buildings located in an industrial zoned property. The "barn" has never been a barn. It has only been used as retail space. Should the applicant be permitted to transform the barn buildings into greenhouse space, the County would risk every tractor barn or out structure on an agriculture zoned property to be converted to cultivation use. The unavailability of greenhouse space on the Property would limit the operation to the current square footage of the greenhouse. Cannabis cultivation is limited to areas zoned for Farmland, Light Industrial, Heavy Industrial, and Agricultural Industrial and outdoor cannabis cultivation is prohibited in all Salinas Valley zones. It is the County's intent to provide adaptive reuse of greenhouses in Monterey County and to restrict the proliferation of greenhouses and other structures on productive agricultural lands. While the greenhouse could be improved for cannabis cultivation, the footprint of the existing building could not change. No cannabis can be visible from offsite and no visual markers indicating that cannabis is cultivated on site shall be visible from offsite. The greenhouse located on the Property is smaller than normal greenhouses and located just as traffic enters Salinas.

Further, Highway 68 is a designated scenic highway and, pursuant to Caltrans, the impacts on the view need to be considered. One of the benefits of a scenic highway designation is that it will, "Mitigate activities within the corridor that detract from its scenic quality by proper siting, landscaping or screening." The impact of allowing cannabis cultivation on the view could be substantial if large barbed wire fences or other items were placed on the Property for protection of the cultivation. Heavy protection is standard in the industry for a variety of reasons. The City of Salinas has a vested interest in not having a cultivation facility at its gateway.

We request that the permit submitted for the cannabis dispensary and cannabis cultivation be denied by the County. Should you wish to discuss this matter further or if you have any questions or concerns, please do not hesitate to contact my office. Finally, I would like to be kept up-to-date on any changes/advancements, hearings, filings, and actions taken on PLN170296.

Very truly yours,



Hansen P. Reed

HPR/aeg

CC: Clients

Carl P. Holm, AICP, RMA Director

Brandon Swanson, Planning Services Manager

Craig Spencer, Senior Planner

Jackie Nickerson via email NickersonJ@co.monterey.ca.us

Melissa McDougal via email McDougalM@co.monterey.ca.us

George R. Walker, Esq. 1928-2018

Hansen P. Reed, Esq.

Ashlee E. Gustafson, Esq.

John N. Staples, III, Esq.

Barry Alan Kinman, Esq.



Via Email: nickersonj@co.monterey.ca.us

July 16, 2019

Jacquelyn Nickerson
Spreckels LUAC
Monterey County RMA
1441 Schilling Place South, 2nd Floor
Salinas, CA 93901

Author's Email Address:
bkinman@walkerandreed.com

**Re: PLN170296 Cannabis Retail Dispensary Use Permit
115- 117 Monterey Salinas Hwy, Salinas, California**

Dear Ms. Nickerson:

I am an attorney representing a group of Salinas Valley farmers and landowners regarding the above stated Planning File and the property at 115-117 Monterey Salinas Hwy, Salinas, California (the "Property"). Please accept this letter as a direct opposition to the PLN170296 permit process for a cannabis retail use permit. The applicant should not be permitted to transform the Property from its historic agriculture usage into a cannabis retail operation. We support agriculture and the current application is based upon abandoning the agricultural usage of the property and converting it into a non- agriculture based retail cannabis operation. The MCAC previously rejected the application in part based upon the MCRMA letter dated May 31, 2019. While we agree with all the bases given in that letter for denial our opposition goes beyond the technical failures of the application. For us, preserving agriculture is paramount.

CANNABIS RETAIL IS NOT AGRICULTURE

The County of Monterey only allows cannabis retail operations and cannabis cultivation with an Administrative Permit and/or Use Permit and therefor any proper transformation will require County approval. The Property cannot be used for a cannabis retail site because the Property is not zoned for Light Commercial or Heavy Commercial. The Property is zoned for

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ATTORNEYS AT LAW P.C.

Farming/Agriculture. Cannabis retailers are limited to Light Commercial and Heavy Commercial. “21.67.040 - Regulations for cannabis retailers. A. Applicability. The provisions of this Section are applicable in Light Commercial (LC) and Heavy Commercial (HC) zoning districts. Cannabis retailers shall not be allowed in any other zoning district.” The Property is not within the mandatory zoning for a cannabis retail and therefore as a matter of law cannot be approved. We want to be clear we are not seeking to thwart our neighbor from making a living in the field of agriculture. The historical usage of the nursery is as a nursery. The application is attempting to engage in the cannabis industry in a strictly retail fashion.

This is undoubtedly one of the reasons the County’s letter of May 31, 2019 stated, “The County does not consider cannabis uses similar in the nature to any existing or permitted use.” It makes perfect sense and is completely consistent with past actions of the County in granting the permits in 1984, 1996 and 2006. In each case the fundamental use was consistent with the nature of the existing business. A landscape material business is like/kind to a nursery. Storage buildings and greenhouses are consistent with and supplement a nursery business. We agree completely with the applicant’s argument as made by Alex J. Lorca on October 1, 2018 that, “PLN 060174 accurately summarized allowable uses at the Site: “the nursery, located on APN 207-131-004-000, consists of the main nursery building and greenhouse, annuals and perennial bedding flowers, various ornamental shrubs and trees, demonstration gardens and staging areas containing soil, soil amendment blends, bark, mulches and decorative rock, a storage and mixing area. The ornamental landscape material business (APN 207-131-005-000); consists of large quantities of bark, decorative rock and other landscape materials.”

It is obvious that the County, by rejecting the application through the prior processes, understands that cannabis retail sales are not similar in nature to any existing or permitted use. The existing business would have to cease operations. All minors would have to be excluded. All identification requirements permitting entry to a cannabis business would have to be adhered to in order to gain entry. Not only does the existing facility fail to meet code and the proposed usage would have no rational relation to its historic usage, the entire clientele would have to change. It begs the question, if this were permitted what change of usage from agriculture would not be permitted?

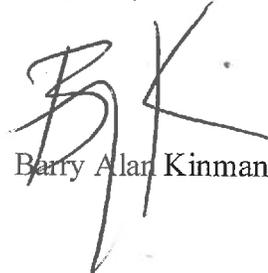
Further, Highway 68 is a designated scenic highway and, pursuant to Caltrans, the impacts on the view need to be considered. One of the benefits of a scenic highway designation is that it will, “Mitigate activities within the corridor that detract from its scenic quality by proper siting, landscaping or screening.” The impact of allowing a cannabis retail operation on the view could be substantial if large barbed wire fences or other items were placed on the Property for protection retail operation and parking area. Heavy protection is standard in the industry for a variety of reasons. The City of Salinas has a vested interest in not having a cultivation facility at its gateway.

We request that the permit submitted for the cannabis dispensary be denied by the County. Should you wish to discuss this matter further or if you have any questions or concerns,

July 16, 2019
Page 3

please do not hesitate to contact my office. Finally, I would like to be kept up-to-date on any changes/advancements, hearings, filings, and actions taken on PLN170296.

Very truly yours,

A handwritten signature in black ink, appearing to be 'BAK', written over the typed name 'Barry Alan Kinman'.

Barry Alan Kinman

BAK/hpr

CC: Clients

Michelle Frederick: friedrichm@co.monterey.ca.us

Diana Najara: najarda@co.monterey.ca.us

From: [Dennis Donohue](#)
To: [293-pchearingcomments](#)
Subject: Agenda Item 2 (PC 20-048) August 12,2020
Date: Tuesday, August 11, 2020 12:49:19 PM

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

I am writing to support the McShane Nursery request to “ amend an existing use permit to allow retail sales of cannabis products at an existing site”. While I am not a fan of legalized use of cannabis for recreational purposes, I believe that there should be consistency in application of the law. The current McShane’s location has clearly been growing and selling plants and derivative products for over six decades.

If both Monterey County and California have designated cannabis as an agricultural product then it doesn’t hold that cannabis should be treated differently than other greenhouse or horticulture products that are also grown in Monterey County and sold at the McShane’s site. Allowing for retail sales sets no precedents per se....it simply a product update to new norms.

I would also note that there is some reconsideration being given to outdoor growing by the County. That suggests that the County is making adjustments as this industry matures. The same sort of thinking makes sense in this instance as well.

Dennis Donohue

Monterey County Planning Commission
August 12, 2020

Public Comments for: **PLN170296 - CABRERA (CHAPIN LIVING TRUST)**

Dear Commissioners:

My name is John Mueller. I have been an investor, owner and or operator of a wide variety of “alternative agriculture” regulated companies including organic farming, free range hogs, farm raised fish, water development, and medical and recreational cannabis. I am the CEO of a Multi-State Operator (MSO) in the cannabis space and have been licensed to operate in Nevada, California, Arkansas, Missouri and Michigan.

Over the past 20 years the definition of agriculture and agriculture products has continued to evolve. As an example, Hemp was illegal to grow not many years ago and is now federally legal with hundreds of thousands of acres now being cultivated. Similarly, THC based cannabis was illegal in the US for almost over 80 years and is now legal for adult use in 11 states and medical use in 33 states; with more states in process. A federal legalization bill and several “state’s rights” bills are currently under review in the US Congress.

THC based cannabis has the same safety regulations as other regulated products with strict licensing, seed to sale tracking, and testing on a parts per million basis for 65 pesticides, biologics and heavy metals. This process is ten-fold vs the testing process for a product like a strawberry that you can eat.

Cannabis is now mainstream. In the early days of legalization, local governmental agencies “hid” cannabis operations in industrial zones. That now is a thing of the past. Cannabis dispensaries are now located on the same “main and main” street locations like Walgreens and CVS. Cannabis dispensaries can be found on Michigan Avenue in Chicago, 5th Ave in NYC, Beverly Hills and locally in the famed Barnyard Shopping Village in Carmel.

McShane’s Nursery has a 60 plus year history of cultivating and retailing a wide variety of regulated agriculture products, like fruit trees that are tagged, tracked and inspected prior to sale. Over the years agriculture products and McShane’s have continued to evolve. Adding cannabis products to this unique, successful location is the next evolution in its business.

In the entire Salinas area and along the Hwy 68 corridor there are only two operating dispensaries: a small dispensary near the Salinas Airport and a dispensary on Work Street in Salinas. Both medical patients and adult users have very limited access to cannabis in the area and no access along Hwy 68. With the traffic patterns, the stand-alone location, and no surrounding churches, schools, etc., McShane’s is an ideal location to sell cannabis alongside its other agriculture derived products.

Thank you for your time and consideration and I hope you support this application.

John Mueller

From: [Magana, Sophia x5305](#)
Subject: FW: Comment for PLN170296 - CABRERA (CHAPIN LIVING TRUST)
Date: Wednesday, August 12, 2020 8:06:25 AM
Attachments: [PLN170296 - CABRERA \(CHAPIN LIVING TRUST\) OPPOSITION.pdf](#)

Good Morning,

Please email below and the attached public comment received this morning for PLN170296 Chapin project.

Thank you,

Sophia Magana / Senior Secretary

Monterey County RMA – Planning Division

1441 Schilling Place, South 2nd Floor, Salinas, CA 93901

Direct Line: (831) 755-5305, Fax: (831) 757-9516

Email: maganas@co.monterey.ca.us

The Monterey County Resource Management Agency is currently operating with limited in-office staff to reduce risk of COVID-19 transfer to and among its workforce. During this time, responses may be delayed, but staff is checking email and will respond to you. If you have an urgent issue that requires immediate attention, please contact our main line at: [831-755-5025](tel:831-755-5025).

From: Pivotal Campaigns [mailto:christian@pivotalcampaignservices.com]
Sent: Wednesday, August 12, 2020 5:12 AM
To: 293-pchearingcomments <pchearingcomments@co.monterey.ca.us>
Subject: Comment for PLN170296 - CABRERA (CHAPIN LIVING TRUST)

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

Please read the following comment into the record and accept the attached submission.

Much appreciated.

Comment:

I request the following analysis be submitted to the record and reviewed.

Admittedly I know little of building plans but what is obvious even to a novice is a lack of consistency in numbers. For example, the fluctuating size of the greenhouse. Or is it a barn? Is it one building or two? And how did it grow over time with no construction? This information is not clear from what has been submitted.

It seems obvious that after the Planning Commission denies Chapin/Cabrera today they will take the next step of going to the Board of Supervisors in hopes all previous denials of the project will be ignored and they will be shown special favor.

Chapin/Cabrera extraordinary request to change the rules just for their personal benefit warrants full due diligence from the Planning Commission before any appeal is heard.

I believe completing an audit comparing the numbers given in the various permits to the actual physical buildings could clear up the metaphysical aspects of their plans.

Of additional concern, it has been reported in the media that in civil cases the cannabis industry has

admitted at times to fudging details to obtain permits.

In my opinion, it is important to remove all doubt and remain above the perception that special favors are being done for select individuals.

Following is my rough analysis in opposition.

With Regards

Christian Schneider

--

Christian Schneider
917.520.9110 (cell)

I request the following analysis be submitted to the record and reviewed.

Admittedly I know little of building plans but what is obvious even to a novice is a lack of consistency in numbers. For example, the fluctuating size of the greenhouse. Or is it a barn? Is it one building or two? And how did it grow over time with no construction? This information is not clear from what has been submitted.

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Of additional concern, it has been reported in the media that in civil cases the cannabis industry has admitted at times to fudging details to obtain permits.

In my opinion, it is important to remove all doubt and remain above the perception that special favors are being done for select individuals.

Following is my rough analysis.

With Regards

Christian Schneider

Proposed Project Discrepancies:

The project proposes to use existing structures for new cannabis-related uses.

An existing 4,760 square foot building, portions of which had previously been used for retail nursery sales, would be used as a commercial dispensary and edibles manufacturing building.

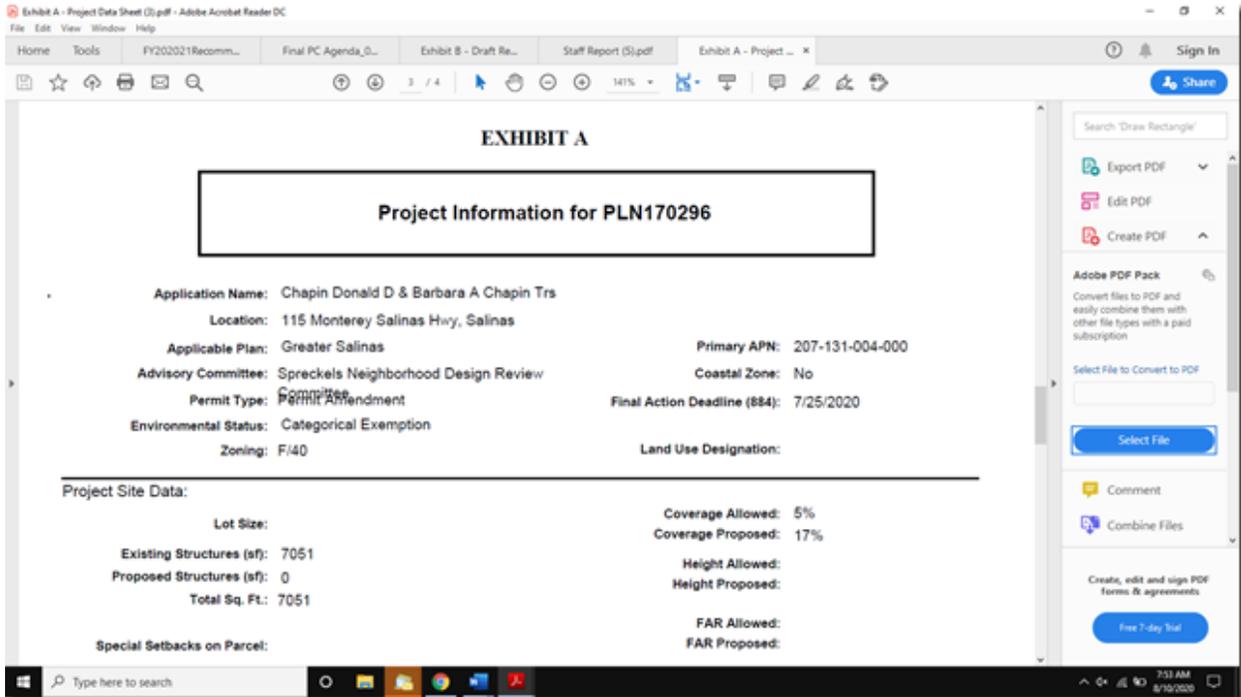
An existing 42'x72' barn structure, which has not been previously used for retail space, would be used as an overflow commercial dispensary building.

Also on the site, is an existing office building that would continue to be used as an office, and two additional 360 square foot and 480 square foot buildings would continue to be used for non-cannabis retail sales and to house non-cannabis accessories.

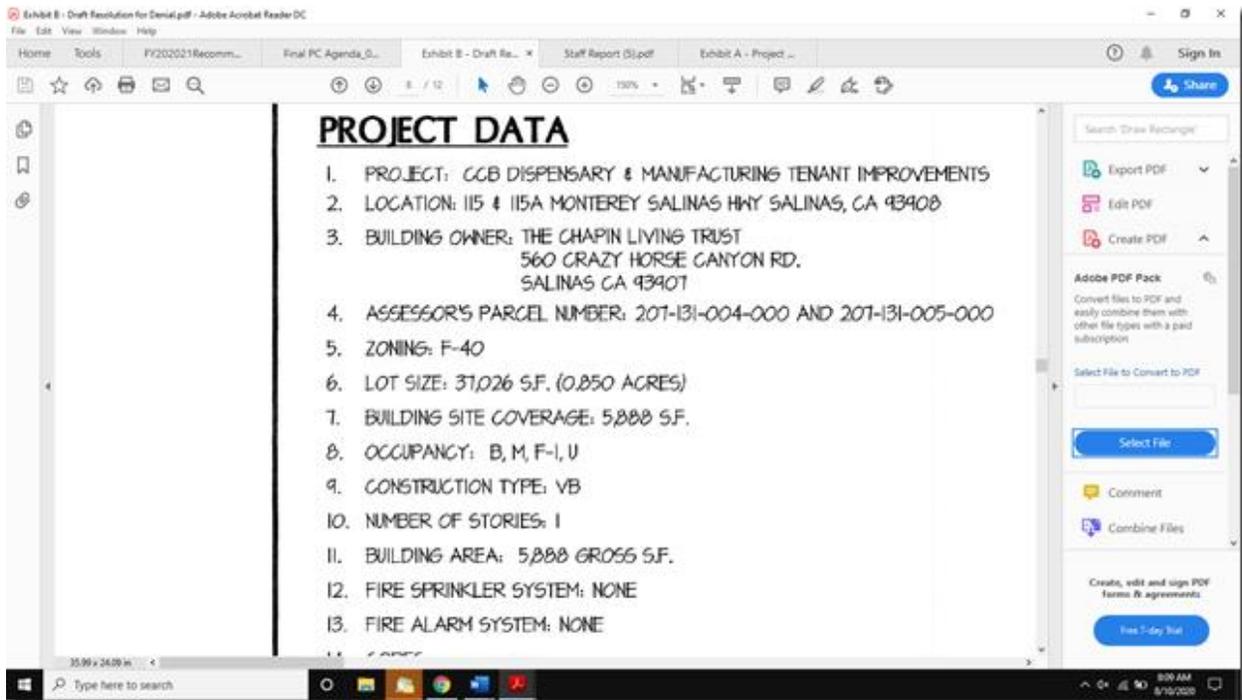
An existing 1,080 square foot greenhouse, which was constructed prior to January 1, 2016, would be used to cultivate cannabis for demonstration and education purposes only. This greenhouse is not proposed to produce cannabis that would be sold commercially.

The highlighted areas describe five existing buildings. The 42x72 structure would be the 3024 sq ft greenhouse/barn described elsewhere in the staff report. Those numbers are not given in this paragraph but are provided elsewhere. Being that this paragraph describes existing buildings, nothing makes sense. If you add all those numbers up it goes well past the 7051 sq ft what Exhibit A the Project Data Sheet claims are existing buildings.

Take a close look at Exhibit A. Right below where it says there are existing structures of 7051 sq ft, it states "0" in proposed structures. Keep that in mind.



Here is the project data from page 8 of Exhibit B. The other maps I copied below are on pages 9 and 10.

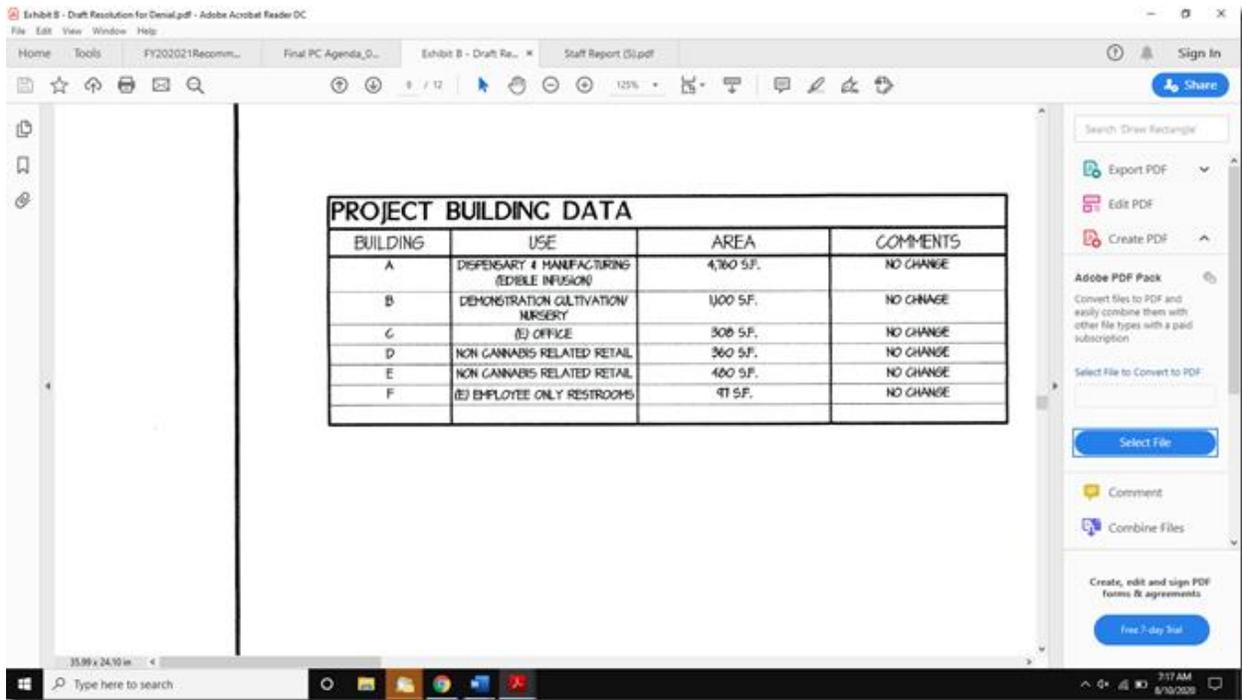


Look at the building site coverage at #7. It says 5,888 sq ft. This is not 7,051 sq ft that Exhibit A lists. This is a huge discrepancy.

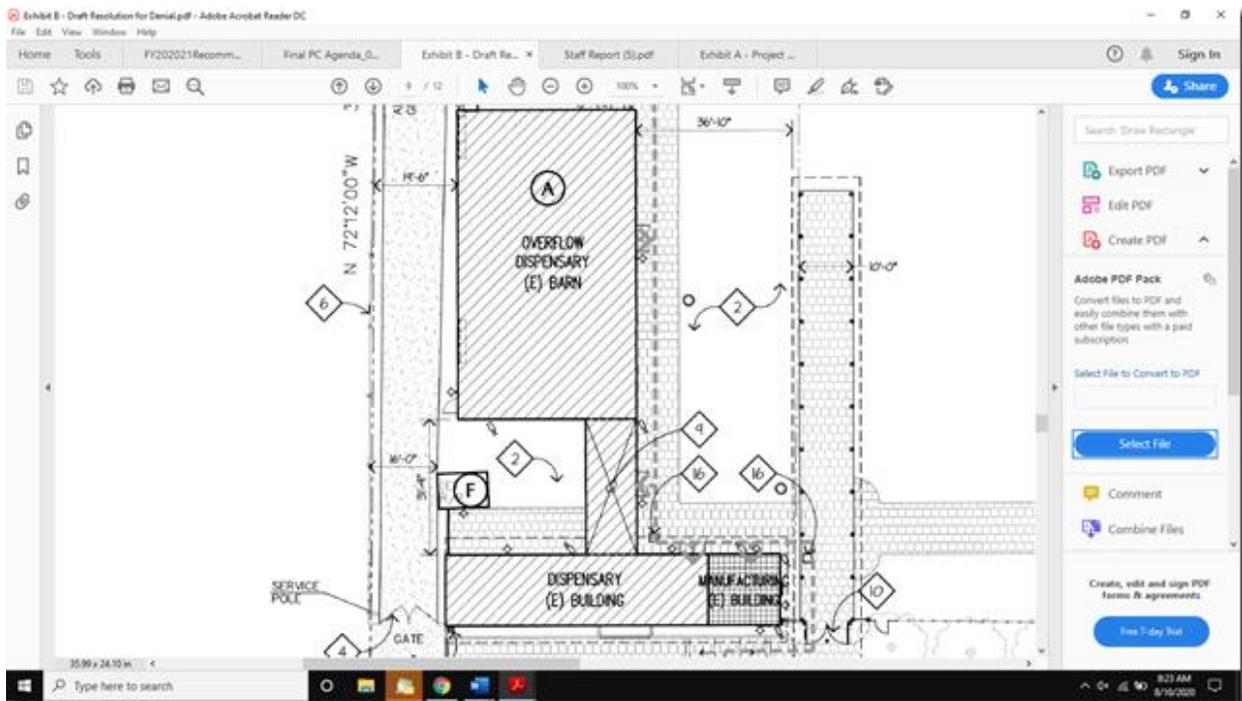
On the following page of Exhibit B, the project building data doesn't list the 3024 sq ft greenhouse/barn but it does list the "existing" 4,760 sq ft building identified as Building A.

Building B in this chart is the demonstration greenhouse described in the staff report as a 1,080 sq ft building. However, here it is 1,100. That's not a big difference, but there shouldn't be any. However, if you add up all these numbers from the project building data below, it actually equals 7,105, not 7051 or 5,888.

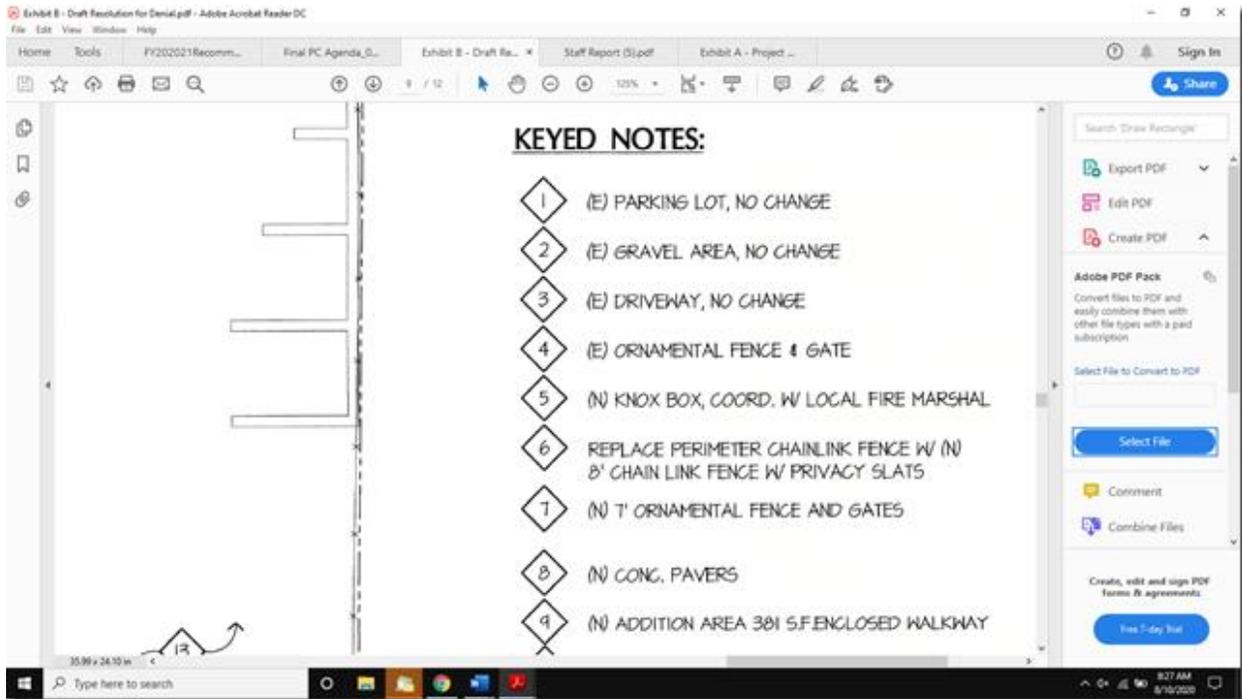
However, D and E are off the cannabis site and are on McShane's Landscape Supply side. If we remove those 840 sq ft then we have even a new total of 6,265 sq ft. for the cannabis site.



Let's take a closer look at Building A now.



These are actually two buildings. They are not connected. But in the middle is a walkway identified as #9.



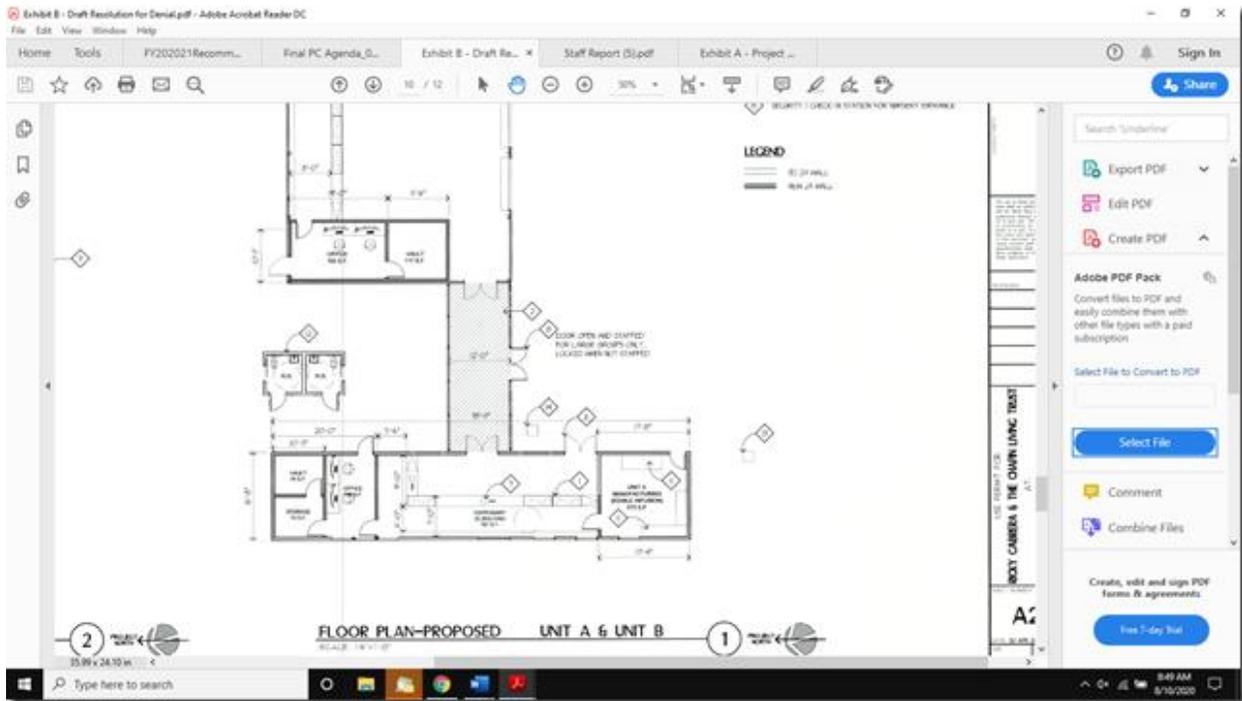
That is an enclosed walkway of 381 sq ft. It is also an addition, but remember how Exhibit A said there are no proposed structures? This is a structure. It combines two buildings into 1 to create the “existing” Building A.

It appears Chapin and Cabrera are trying to slip by construction that doesn't exist just as they are trying to combine two buildings as one that doesn't exist.

Look at the floor plans of the these buildings.

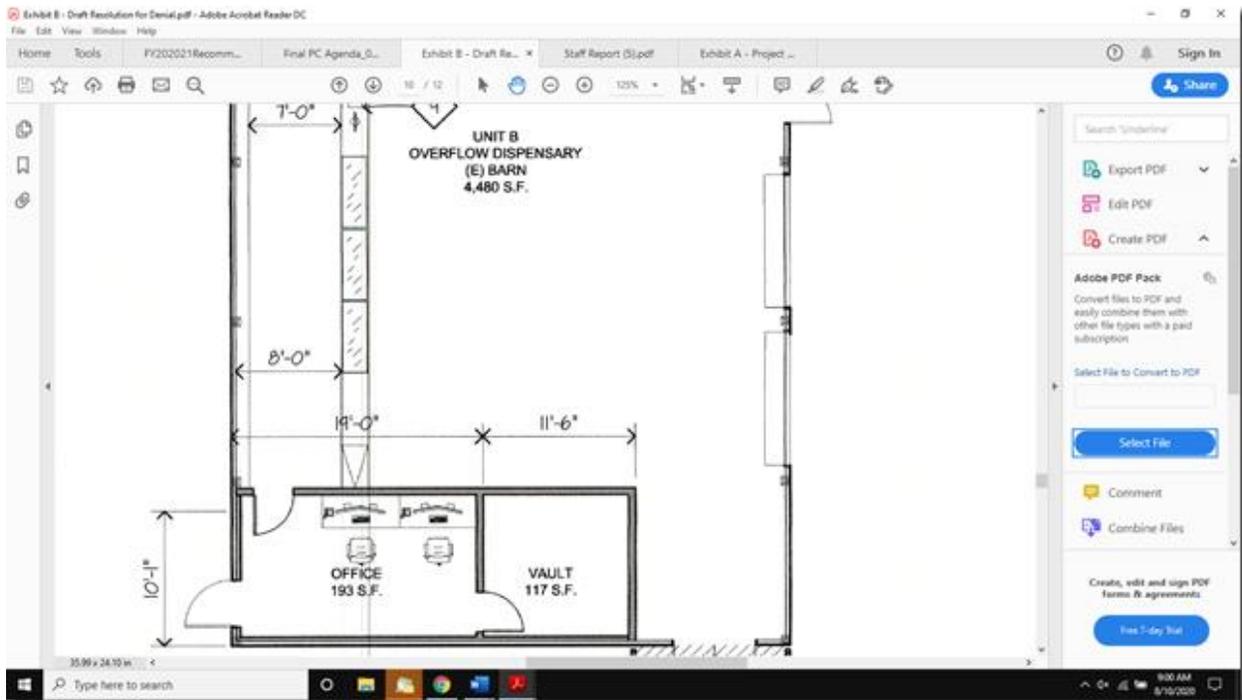
First, the demonstration greenhouse that they can't decide is 1,080 or 1,100 sq ft. and the office. They are behind the barn/greenhouse as you can see.

identified different too. Everything is now called a Unit and not a Building, but we can't see anything in the legend that identifies what a Unit is.



In this drawing, Building or Unit B has moved to the front. Here is a closer look at the floor plan of A and B. Remember both of these have been identified earlier as a single Building known as A.

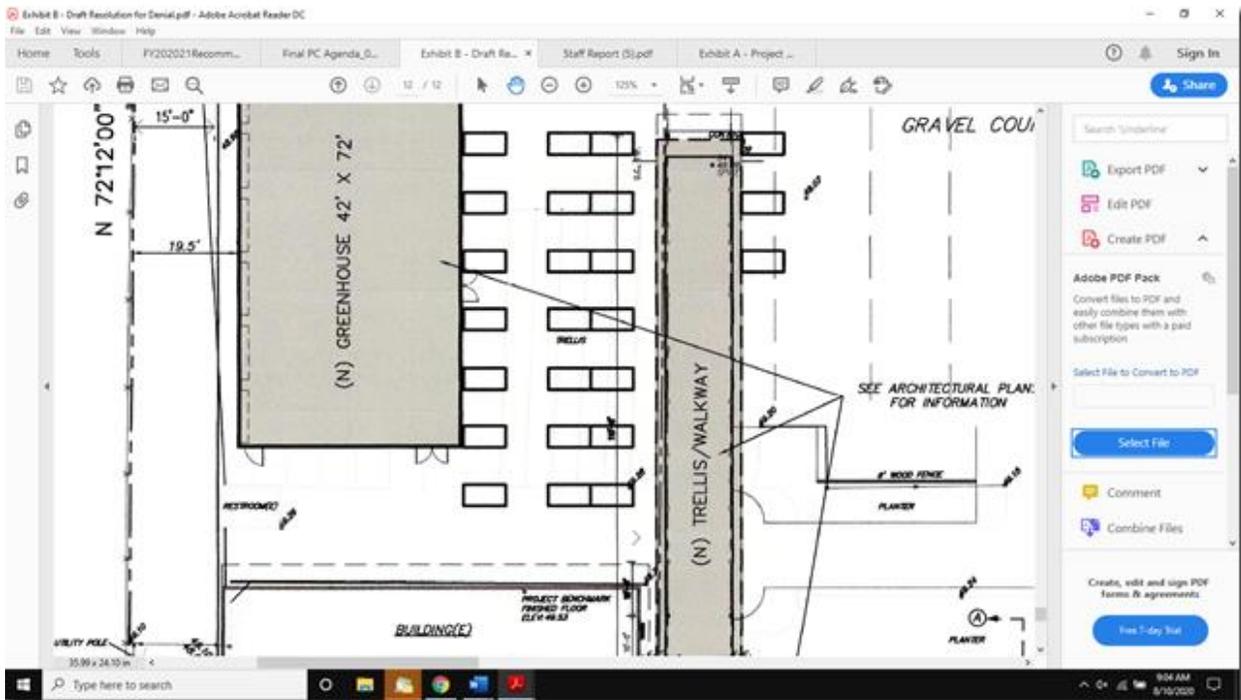
First, here is the barn/greenhouse that was supposed to be built at 3,024 sq ft, but has been renamed a barn with, surprise, new dimensions.



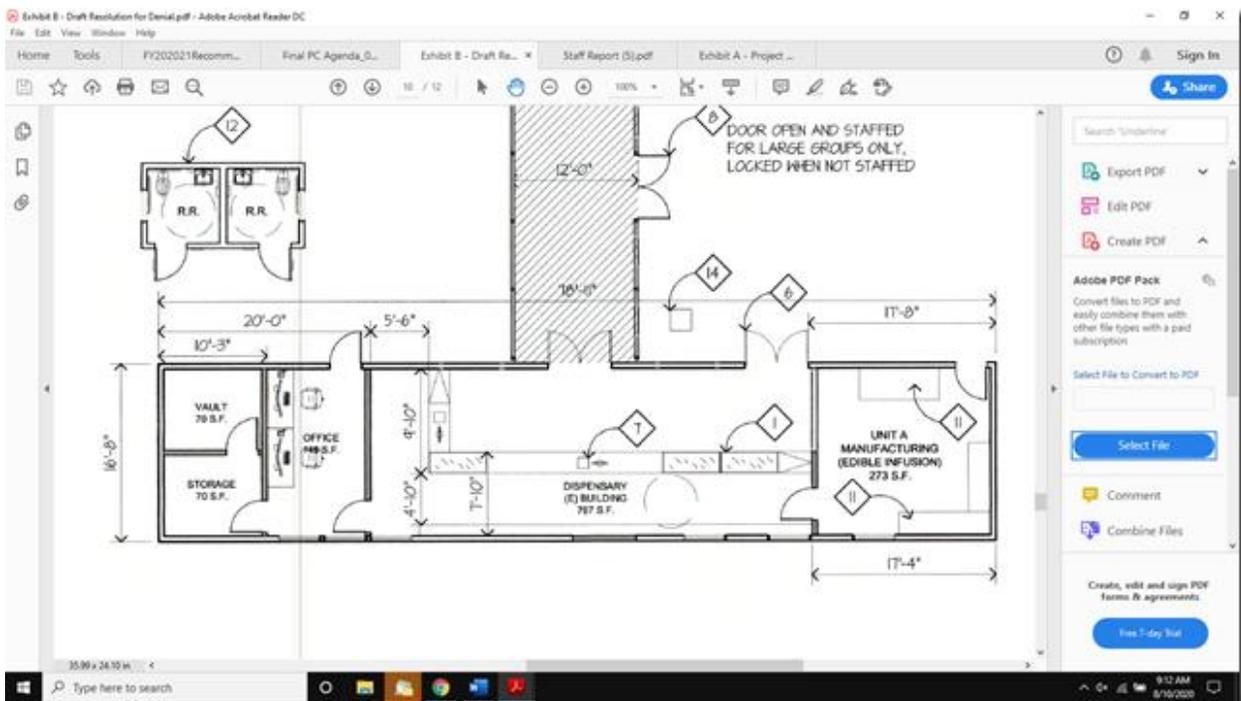
Building A, now called Unit B with the office and vault added comes to 4,790 sq ft. This is supposed to be a greenhouse that is 42x72 or 3,024 sq ft.

On page 12, these dimensions are specifically identified to this building as the Greenhouse. It is building N and the front building is E. Magically, they are no longer the same "existing" building. Also, magically, the 3,024 sq ft greenhouse grew up to become a 4,790 sq ft barn.

Further adding to the confusion of numbers is that the existing Building A was identified in the staff report and earlier map at 4,760 sq ft. This leads me to wonder if they got a permit for a 3,024 sq ft greenhouse and actually build a 4,760 or 4,790 sq ft one.



So now let's take a look at the floor plan of the front building, which is called Building E in the above map.



In this map the front building has an E identifying it. Three screenshots up it is attached to E, also known as the Barn, AKA Greenhouse, AKA Unit C, AKA Unit B.

Add the square footage in the part identified as E, it comes to 1,325 square footage from the sections identified as vault, storage, office, dispensary building and manufacturing, which is now curiously identified as Unit A by itself.

Summary

What is identified as Building A of a size of 4,760 sq ft is much larger. It is 4,790 from the “barn”, 1,325 from the front building and 381 from the enclosed walkway addition for a grand total of 6,496 sq ft.

Last point to be made in the staff report under one of the yellow highlighted areas I identified. It reads as such:

An existing 42'x72' barn structure, which has not been previously used for retail space, would be used as an overflow commercial dispensary building

We know this is not true. This the greenhouse, now a bigger barn. It has been used for retail.

1. There are number discrepancies all through this. I don't know what is the real size of any of these buildings because every map has something different.
2. It appears the greenhouse of 3,024 sq ft is now a barn of 4,790 sq ft
3. Existing Building A does not exist. It is actually two buildings as described in a map on page 12 as N and E.
4. Despite the claim that there is no new construction of a building, there is a walkway between N and E that will be constructed to make a building A that does not currently exist.
5. Claims of the barn not being used for retail are questionable.

Attachment F

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**Before the Planning Commission in and for the
County of Monterey, State of California**

In the matter of the application of:

CHAPIN DONALD D & BARBARA A CHAPIN TRS (PLN170296)

RESOLUTION NO. 20-026

Resolution by the Monterey County Planning Commission denying an amendment to a previously approved General Development Plan, PLN090138 and Use Permit PLN050366 as amended by PLN060174 to convert a legal non-conforming use from an ornamental landscape nursery to a commercial cannabis retailer with commercial cannabis processing (edibles), and cannabis cultivation within the existing greenhouse [PLN170296, CHAPIN DONALD D & BARBARA A CHAPIN TRS., 115 & 115 A Monterey Salinas Highway, Greater Salinas Area Plan (APN: 207-131-004-000 and 207-131-005-000)]

The Chapin application (PLN170296) came on for public hearing before the Monterey County Planning Commission on August 12th, 2020. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Planning Commission finds and decides as follows:

FINDINGS

1. **FINDING:** **INCONSISTENT** – The Project, as conditioned, is not consistent with the applicable plans and policies which designate this area as appropriate for development.
- EVIDENCE:** a) An application for an Amendment to a previously approved General Development Plan and Use Permit was filed on May 2, 2019 and was deemed complete on May 26, 2020.
- b) On November 14, 1984 Use Permit 3402 was issued, allowing expansion of the existing retail nursery on the adjacent 1.99 acre parcel, and an accessory landscape materials business. This permit expired in 1994.
- c) On February 28, 1996 Use Permit PC 95110 was issued, recognizing the two legal non-conforming uses under one Use Permit.
- d) On July 27, 2005 Use PLN050366 was issued, allowing continued use of a legal non-conforming use of a Nursery (Graber Gardens) and accessory ornamental landscape materials business (Deco Rock). PC approved the use permit without an expiration date under the condition that: *"No additional structures shall be erected, except for the reconstruction of structures that existed at the time that the legal non-conforming use was established upon, Assessor's Parcel Number 207-131-004-000. No permanent structures shall be erected upon the*

accessory parcel containing the ornamental landscape material business, located on Assessor 's Parcel Number 2 0 7-131-005-000

- e) On July 12, 2006 PLN060174 was issued, amending PLN050366 to allow a 35-foot-tall ornamental windmill structure, new entry gate, trellis, 3,024 sq ft greenhouse, 200 sq ft concrete batch plant, new parking lot and signage and new landscaping and irrigation
- f) June 13, 2012: PLN090138 a General Development Plan, as issued to clear a code case, allow a produce stand in an existing unoccupied building, authorize a lighting plan and a sign program in addition to the existing nursery and ornamental landscape business. This permit also included a list of industry-related and seasonal events that would occur on the property.
- g) During the course of review of this application, the project has been reviewed for consistency with the text, policies, and regulations in:
 - the 2010 Monterey County General Plan;
 - Greater Salinas Area Plan;
 - Monterey County Zoning Ordinance (Title 21);Conflicts were found to exist. Communications were received during the course of review of the project indicating inconsistencies with the text, policies, and regulations in these documents.
- h) On May 28, 2020, a letter was received from Hansen P. Reed, with law firm Walker + Reed, Attorneys at Law in opposition to the proposed project. The letter included reference to two previous letters received from the law firm on June 25, 2019 and July 16, 2019. The series of letters cite opposition to the project generally based on inconsistency with zoning, the need to preserve agricultural uses, and potential impacts to traffic in the area.
- i) The property is located at 115 & 115 A Monterey Salinas Highway, Greater Salinas Area Plan (APN 207-131-004-000 and 207-131-005-000). The property is zoned Farmland/40 acres per unit or "F/40" which does not allow cannabis retail. The proposed use is not consistent with the F/40 zoning regulations.
- j) The currently permitted uses on the property are legal non-conforming as recognized by the permits listed in evidence b,c,d,e, and f above. The project is inconsistent with the regulations for legal non-conforming land use found in Title 21, Section 21.68.020, which states that a legal non-conforming land use may be continued from the time that legal non-conforming land use is established, except that:
 - A. No such use shall be expanded, enlarged, increased, or extended to occupy a greater area than that occupied when the legal nonconforming use was established
 - B. No such use may be intensified over the level of use that existed at the time the legal nonconforming use was established.

- C. The legal nonconforming use may be changed to a use of a similar or more restricted nature, subject to a use permit in each case

The proposed use is not a use similar or more restricted in nature. The use of a cannabis retailer is specifically not allowed in any zoning designation other than Light Commercial, Heavy Commercial, and Mixed Use. (See evidence k)

- k) The project does not meet the requirements for Commercial Cannabis Activities (Section 21.67.040), which allow cannabis retailers only in Light Commercial and Heavy Commercial zoning districts and explicitly state that “Cannabis retailers shall not be allowed in any other zoning district.”
- l) The project was reviewed by the Agricultural Advisory Committee on June 27, 2019. The committee voted 4:2 to support staff’s recommendation for denial, with two members abstaining, one recused, and four members absent.
- m) The project was referred to the Spreckles Neighborhood Design Review Committee, on July 17, 2019. The committee passed a motion of “no opinion or not applicable”, noting that the project is not within the town of Spreckles and is of no concern related to historical review.
- n) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN170296.

- 2. **FINDING:** **SITE SUITABILITY** – The site is not physically suitable for the use proposed.
- EVIDENCE:**
 - a) The project has been reviewed for site suitability by the following departments and agencies: RMA- Planning, Monterey Regional Fire Protection District, RMA-Public Works, RMA-Environmental Services, Monterey County Health and Environmental Health Bureau. There has been indication from Monterey County Health Department that the site is not suitable for the proposed development.
 - b) Monterey County Health provided a matrix to assess the public health impact to determine the level of concern for at-risk populations if a cannabis retail facility is opened at this proposed location. The review uses a Risk Management Assessment Matrix to indicate if the proposed permitted facility would have low, moderate, or high public health concerns. It was concluded from the Health Department that the retail permit for this cannabis retail facility would result in a public health risk assessment score of eight (8), which falls into the range of a high risk for increased public health impacts due to potential exposures and/or increased use by risk groups due to normalization of cannabis. Based on this score and thus the potential for public health risk, Monterey County Health Department does not support the issuance of a retail permit for this facility at this time.
 - c) The application, project plans, and related support materials submitted by the project applicant to the Monterey County RMA - Planning for the proposed development found in Project File PLN170296.

3. **FINDING:** **CEQA (Exempt):** - Projects that are disapproved are statutorily exempt from the California Environmental Quality Act.
- EVIDENCE:** a) California Environmental Quality Act (CEQA) Guidelines Section 15062, statutorily exempts projects that are disapproved.
- b) This has been disapproved with adoption of this resolution. Disapproval of the project will not change the circumstances or environment that currently exist.
- c) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN170296.
4. **FINDING:** **APPEALABILITY** - The decision on this project may be appealed to the Board of Supervisors
- EVIDENCE:** a) Section 21.80.040.D of the Monterey County Zoning Ordinance states that the proposed project is appealable to the Board of Supervisors.
- b) The project is not located in the Coastal Zone.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Planning Commission does hereby Deny an amendment to a previously approved General Development Plan, PLN090138 and Use Permit PLN050366 as amended by PLN060174 to convert a legal non-conforming use from an ornamental landscape nursery to a commercial cannabis retailer with commercial cannabis processing (edibles), and cannabis cultivation within the existing greenhouse.

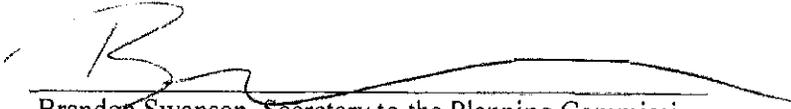
PASSED AND ADOPTED this 12th day of August, 2020 upon motion of Commissioner Getzelman, seconded by Commissioner Ambriz, by the following vote:

AYES: Roberts, Ambriz, Diehl, Getzelman, Mendoza, Daniels, Coffelt, Monsalve, Duflock

NOES: Gonzalez

ABSENT: None

ABSTAIN: None


Brandon Swanson, Secretary to the Planning Commission

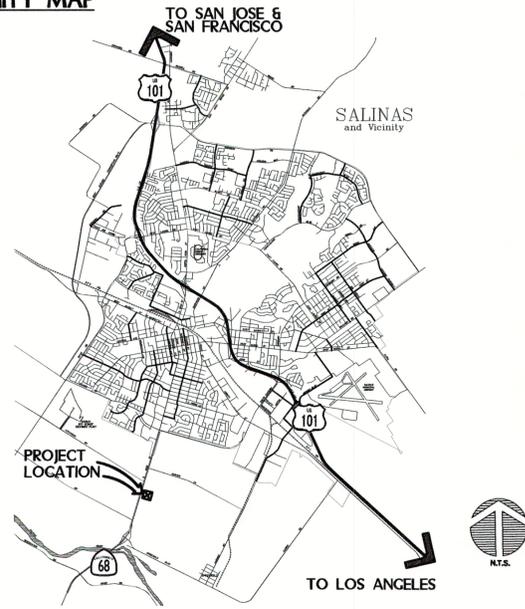
COPY OF THIS DECISION MAILED TO APPLICANT ON **AUG 21 2020**

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS.

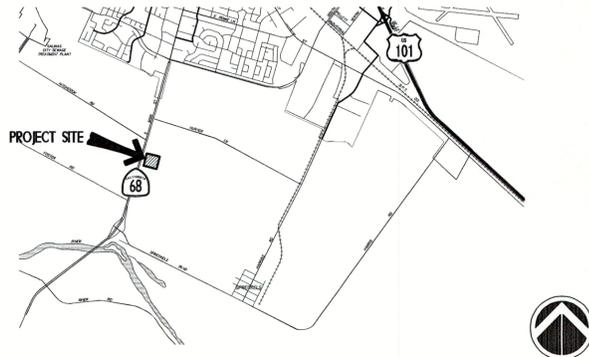
IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE **AUG 31 2020**

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

VICINITY MAP



LOCATION MAP



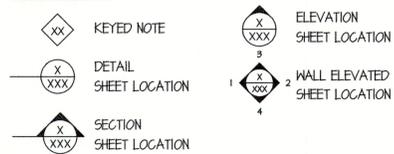
PROJECT DATA

- PROJECT: CCB DISPENSARY & MANUFACTURING TENANT IMPROVEMENTS
- LOCATION: 115 & 115A MONTEREY SALINAS HWY SALINAS, CA 93908
- BUILDING OWNER: THE CHAPIN LIVING TRUST
560 CRAZY HORSE CANYON RD.
SALINAS CA 93907
- ASSESSOR'S PARCEL NUMBER: 207-131-004-000 AND 207-131-005-000
- ZONING: F-40
- LOT SIZE: 37,026 S.F. (0.850 ACRES)
- BUILDING SITE COVERAGE: 5,888 S.F.
- OCCUPANCY: B, M, F-1, U
- CONSTRUCTION TYPE: VB
- NUMBER OF STORIES: 1
- BUILDING AREA: 5,888 GROSS S.F.
- FIRE SPRINKLER SYSTEM: NONE
- FIRE ALARM SYSTEM: NONE
- CODES:
 - 2019 BUILDING STANDARDS ADMINISTRATIVE CODE, PART I, TITLE 24 C.C.R.
 - 2019 CALIFORNIA BUILDING CODE, VOLUMES 1 & 2; PART 2, TITLE 24 C.C.R.
 - 2019 CALIFORNIA ELECTRICAL CODE; PART 3, TITLE 24 C.C.R.
 - 2019 CALIFORNIA MECHANICAL CODE; PART 4, TITLE 24 C.C.R.
 - 2019 CALIFORNIA PLUMBING CODE; PART 5, TITLE 24 C.C.R.
 - 2019 CALIFORNIA FIRE CODE (CFC); PART 9, TITLE 24 C.C.R.
 - 2019 CALIFORNIA ENERGY CODE, PART 6
 - 2019 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24, C.C.R.
 - TITLE 19, C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS
 - NFPA 13 & NFPA 72 - NATIONAL FIRE ALARM CODE (CA. AMENDED)
 - ADA STANDARDS FOR ACCESSIBLE DESIGN
- COMPLIANCE WITH CFC CHAPTER 14, FIRE SAFETY DURING CONSTRUCTION & DEMO AND CFC CHAPTER 33, SAFETY DURING CONSTRUCTION WILL BE ENFORCED.
- THIS BUILDING OR SPACE SHALL PROVIDE A READILY DISTINGUISHABLE MEANS OF EGRESS COMPLYING WITH CHAPTER 10 AND CHAPTER 11 (WHERE APPLICABLE FOR ACCESSIBILITY PURPOSE) OF THE 2014 EDITION OF THE CALIFORNIA BUILDING CODE. THE EXIT SYSTEM SHALL MAINTAIN A CONTINUOUS, UNOBSTRUCTED AND UNDIMINISHED PATH OF EXIT TRAVEL FROM ANY OCCUPIED POINT WITHIN THE BUILDING TO A PUBLIC WAY.

ABBREVIATIONS

AB. ANCHOR BOLT	JT. JOINT	W. WEST, WIDE
ACC. ACCESSIBLE	LAM. LAMINATE	W/ WITH
ADJ. ADJUSTABLE, ADJACENT	MAX. MAXIMUM	W/O WITHOUT
AF.F. ABOVE FINISHED FLOOR	M.B. MACHINE BOLT	W.O. WHERE OCCURS
ARCH. ARCHITECT, ARCHITECTURAL	MECH. MECHANICAL	W.W.F. WELDED WIRE FABRIC
BLKG. BLOCKING	MFR. MANUFACTURER	
BM. BEAM	MIN. MINIMUM	
BTM. BOTTOM	MTL. METAL	
CL. CENTERLINE	N. NORTH	
CLG. CEILING	(N) NEB	
C.J. CONSTRUCTION JOINT	N.L.G. NOT IN CONTRACT	
D. DEEP	N.T.S. NOT TO SCALE	
DET, DTL. DETAIL	O. OVER	
DEMO. DEMOLISH, DEMOLITION	O.C. ON CENTER	
D.F. DOUGLAS FIR	O.C.E.M. ON CENTER EACH WAY	
DN. DOWN	P.A.F. POWDER ACTUATED FASTENER	
DR. DOOR	P.H. PANIC HARDWARE	
D.S. DOWNSPOUT	P.I.P. PIPED IN PLACE	
E. EAST	PT. POINT	
(E) EXISTING	PTDF. PRESSURE TREATED DOUGLAS FIR	
E.J. EXPANSION JOINT	PTN. PARTITION	
ELEC. ELECTRICAL	RAD. RADIUS	
EQ. EQUAL	R/F, REINF. REINFORCING	
EXP. EXPANSION, EXPOSED	RM. ROOM	
F.B.O. FURNISHED BY OWNER	R.O. ROUGH OPENING	
F.H. FIRE HYDRANT	S. SOUTH	
FL. FLR. FLOOR	S.B. SOLID BLOCKING	
F.O. FACE OF	S.C. SOLID CORE	
F.O.S. FACE OF STUD	S.S. STAINLESS STEEL	
GA. GAUGE	SHTG. SHEATHING	
G.C. GENERAL CONTRACTOR	SIM. SIMILAR	
G.I. GALVANIZED IRON	STRUC. STRUCTURAL	
G.M.B. GYPSUM WALL BOARD	SYM. SYMMETRICAL	
GYP. BD. GYPSUM WALL BOARD	T&G. TONGUE AND GROOVE	
H. HIGH	THK. THICK	
HDWD. HARDWOOD	T.O., T/ TOP OF	
H.M. HOLLOW METAL	TYP. TYPICAL	
HT. HEIGHT	U.O. UNLESS OTHERWISE NOTED	
INCL. INCLUDING	U.B. VAPOR BARRIER	
I.B.C. INSTALL BY CONTRACTOR	V.I.F. VERIFY IN FIELD	
INSUL. INSULATION		
INV. INVERT		

SYMBOLS



LIST OF DRAWINGS

- ARCHITECTURAL**
- A0.1 TITLE SHEET
 - A.1.1 SITE PLAN
 - A.2.1 FLOOR PLAN - PROPOSED
 - A.3.1 EXTERIOR ELEVATIONS
 - C-1 SITE IMPROVEMENT PLAN FOR REFERENCE ONLY

FIRE DEPT. NOTES:

- PRIOR TO THE FRAME INSPECTION, APPROVED FIRE SPRINKLER AND/OR FIRE ALARM MUST BE ON SITE FOR THE BUILDING INSPECTOR.
 - FIRE SAFETY DURING CONSTRUCTION SHALL FOLLOW 2013 CFC CH. 14. FIRE EXTINGUISHERS SHALL BE PROVIDED. THE AUTOMATIC FIRE SPRINKLER SYSTEM IS TO REMAIN ACCESSIBLE AND IN SERVICE AT ALL TIMES. FIRE DEPARTMENT ACCESS TO BUILDING SHALL BE ESTABLISHED & MAINTAINED IN ACCORDANCE W/ SECTION. COMBUSTIBLE DEBRIS, RUBBISH AND WASTE MATERIAL SHALL BE REMOVED FROM BUILDING AT THE END OF EACH WORK SHIFT. OPERATIONS INVOLVING THE USE OF CUTTING AND WELDING SHALL BE DONE IN ACCORDANCE WITH CFC CH. 26.
 - APPROVED FIRE DEPARTMENT EMERGENCY KEY BOX IS (E), NO CHANGE. (E) KEY BOX SHALL BE UPDATED & MAINTAINED W/ MASTER KEYS AND SHALL BE PERMANENTLY TAGGED & LABELED. THE FOLLOWING ITEMS SHALL BE PROVIDED AND/OR MAINTAINED IN THE KNOX BOX PRIOR TO FINAL FIRE: [X] MASTER KEY; [X] FIRE ALARM KEYS; [X] POINT OF CONTACT AFTER HOURS.
 - NO MATERIALS STORED IN THE PROPOSED FACILITY IS CATEGORIZED AS HAZARDOUS OR EXCEED REGULATED VOLUMES. A HAZARDOUS MATERIALS INVENTORY STATEMENT (HMIS) SHALL NOT BE REQUIRED FOR THIS PROJECT.
 - NOTICE TO CONTRACTORS: THE PROPOSED SCOPE OF WORK INCLUDES FIRE ALARM SYSTEMS. ANY MODIFICATIONS TO THESE SYSTEMS RESULTING FROM (N) WORK SHALL REQUIRE SEPARATE SUBMITTAL & REVIEW. THE CITY OF SALINAS FIRE DEPARTMENT DOES NOT ALLOW INSTALLATION OF FIRE SERVICE MAINS, FIRE SPRINKLER SYSTEMS, FIRE ALARM SYSTEMS OR OTHER FIRE PROTECTION SYSTEM PRIOR TO PLAN APPROVAL, CONTRACTORS WHO ENGAGE IN SUCH ACTIVITIES MAY BE CITED & THE PROJECT WILL BE RED TAGGED.
 - WHEN APPLICABLE, SEPARATE SUBMITTAL FOR REVIEW AND APPROVAL REQUIRED FOR THE FOLLOWING:
 - A) UNDERGROUND FIRE SERVICE
 - B) FIRE SPRINKLER SYSTEM
 - C) FIRE ALARM SYSTEM
- SUBMIT PLANS TO: FIRE PLAN CHECK
MONTEREY COUNTY REGIONAL FIRE DISTRICT
DEVELOPMENT & PERMIT SERVICES DEPARTMENT
1900 PORTOLA DR.
SALINAS, CA 93908
- INFORMATION INCLUDED WITH THIS SUBMITTAL PACKAGE ON ANY OF THE ABOVE NOTED SYSTEMS ARE FOR REFERENCE ONLY AND SHALL NOT BE USED FOR CONSTRUCTION. FIRE DEPARTMENT APPROVAL OF THIS SUBMITTAL PACKAGE EXCLUDES THESE SYSTEMS.
- FIRE SPRINKLER SYSTEMS & ALTERATIONS OF AN (E) SYSTEM AND ALL COMPONENTS SHALL CONFORM TO NFPA 13 MIN. STANDARDS AND SHALL BE REVIEWED BY FIRE DEPARTMENT PRIOR TO INSTALLATION. STAMPED, APPROVED PLANS MUST BE KEPT ON SITE FOR FIRE INSPECTOR.
 - a) SUBMITTAL TO INCLUDE A MINIMUM OF FOUR SETS OF PLANS AND CALCULATIONS WITH ALL DETAILS PER NFPA 13.
 - b) CONTRACTOR IS REQUIRED TO SUBMIT A SET OF "AS-BUILT" DOCUMENTS/DRAWINGS FOR APPROVAL PRIOR TO FINAL INSPECTION WHEN NOT INSTALLED PER PLAN.
 - c) TEST REQUIRED: ADDITIONAL/ALTERATION, 150 PSI FOR 2 HOURS.
 - FIRE DEPARTMENT CONNECTION (FDC) THREADS SHALL BE PROTECTED WITH APPROVED BRASS OR ALUMINUM ALLOY SCREW-IN PLUGS.
 - NO CHANGES TO (E) BUILDING EXIT PLAN ARE PROPOSED. EXACT LOCATIONS, SPACING, LAYOUT & VISIBILITY OF EXIT SIGNS SHALL BE REVIEWED AT TIME OF FINAL INSPECTIONS. LINE OF SITE & OBSTRUCTIONS SHALL BE NOTED. MODIFICATIONS (INCLUDING THE ADDITION AND/OR RELOCATION OF SIGNS) MAY BE REQUIRED IF EXIT SIGNAGE IS NOT FOUND TO BE FULLY CODE COMPLIANT.
 - ALL SITE INSPECTIONS REQUIRE A MINIMUM 24 HOURS NOTICE. ALL FIRE DEPARTMENT INSPECTIONS ARE TO BE REQUESTED THROUGH THE BUILDING DIVISION. PLEASE BE SPECIFIC AS TO TYPE OF INSPECTION.
 - APPROVED NUMBERS AND/OR LETTERS SHALL BE PLACED ON ALL BUILDINGS, TO BE VISIBLE FROM THE STREET, COLOR CONTRASTING TO BACKGROUND. ADDRESS POSTING IS REQUIRED ON THE BUILDING, FIRE DEPARTMENT ACCESS, AND ON ALL REAR DOORS. SIGNAGE TO BE 6" HIGH BY 3/4" STROKE.
 - TACTILE SIGNAGE IS TO BE INSTALLED AS REQUIRED BY 2016 CFC.
 - FIRE ALARM SYSTEM AND ALL COMPONENTS SHALL CONFORM TO NFPA 72 MINIMUM STANDARDS AND SHALL BE REVIEWED AND APPROVED BY THE FIRE DEPARTMENT PRIOR TO INSTALLATION. STAMPED, APPROVED PLANS MUST BE KEPT ON SITE FOR THE FIRE INSPECTOR.
 - FIRE SAFETY DURING CONSTRUCTION SHALL FOLLOW 2016 CFC CH. 33. FIRE EXTINGUISHERS SHALL BE PROVIDED. THE AUTOMATIC FIRE SPRINKLER SYSTEM IS TO REMAIN IN SERVICE AT ALL TIMES. UNDER NO CIRCUMSTANCE SHALL THE FIRE SPRINKLER SYSTEM BE LEFT OUT OF SERVICE OVERNIGHT. FIRE DEPARTMENT ACCESS ROADS SHALL BE ESTABLISHED & MAINTAINED IN ACCORDANCE WITH SECTION 503.
 - AN APPROVED ACCESS WALKWAY LEADING FROM FIRE APPARATUS ACCESS ROADS TO EXTERIOR OPENINGS SHALL BE PROVIDED AND MAINTAINED.

GENERAL NOTES:

- SCOPE OF WORK:
 - A. INTERIOR RENOVATIONS FOR RETAIL DISPENSARY, MANUFACTURING AND DEMONSTRATION NURSERY FOR A COMMERCIAL CANNABIS BUSINESS.
 - B. ASSOCIATED SITE IMPROVEMENTS.
 - C. (E) BUILDING IMPROVEMENTS.
- DO NOT SCALE THE DRAWINGS. IF UNABLE TO DETERMINE DIMENSIONS FOR ANY ITEM OF WORK, CONSULT THE ARCHITECT FOR DIRECTION PRIOR TO PROCEEDING.
- PERFORM ALL WORK IN ACCORDANCE WITH THE RULES AND REGULATIONS OF GOVERNMENTAL AGENCIES HAVING JURISDICTION. CONFORM TO ALL CITY, COUNTY, STATUTES, AND ORDINANCES. PROMPTLY REPORT ANY DISCREPANCIES AND OMISSIONS IN THE CONTRACT DOCUMENTS TO THE ARCHITECT.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SITE SAFETY
- NO WORK IS PROPOSED THAT WILL REQUIRE MODIFICATION TO THE SITE OR IMPACT EXISTING STORM WATER DRAINAGE. A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS NOT REQUIRED.
- PROJECT DOES NOT INCLUDE ASBESTOS ABATEMENT.
- NOTICE TO CONTRACTORS: MODIFICATIONS TO THE FIRE ALARM SYSTEM, RESULTING FROM NEW WORK, IS A DEFERRED SUBMITTAL AND SHALL REQUIRE A SEPARATE SUBMITTAL AND REVIEW. DEFERRED SUBMITTAL SHALL INCLUDE DRAWINGS AND SUPPORTIVE CALCULATIONS FOR ALL MODIFICATIONS TO THE EXISTING FIRE ALARM SYSTEM AND SHALL BE SUBMITTED BY THE INSTALLING LICENSED FIRE ALARM CONTRACTOR TO THE CITY OF SALINAS FIRE DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

PERMIT NO: PLN170296
CCB DISPENSARY & PROCESSING & CULTIVATION & NURSERY
USE PERMIT FOR:
RICKY CABRERA and THE CHAPIN LIVING TRUST

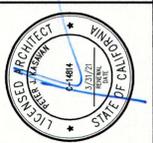
115 & 115A MONTEREY SALINAS HWY SALINAS, CA 93908

PROPRIETOR:
RICKY CABRERA

PROPERTY OWNER:
THE CHAPIN LIVING TRUST
560 CRAZY HORSE CANYON RD
SALINAS, CA 93907

ARCHITECT
KASAVAN ARCHITECTS
60 W. MARKET STREET, SUITE 300
SALINAS, CALIFORNIA 93901
831.424.2232

KASAVAN ARCHITECTS
60 W. Market St., Suite 300 Salinas, California 93901
Voice 831.424.2232 Fax 831.424.2501



CONSULTANTS

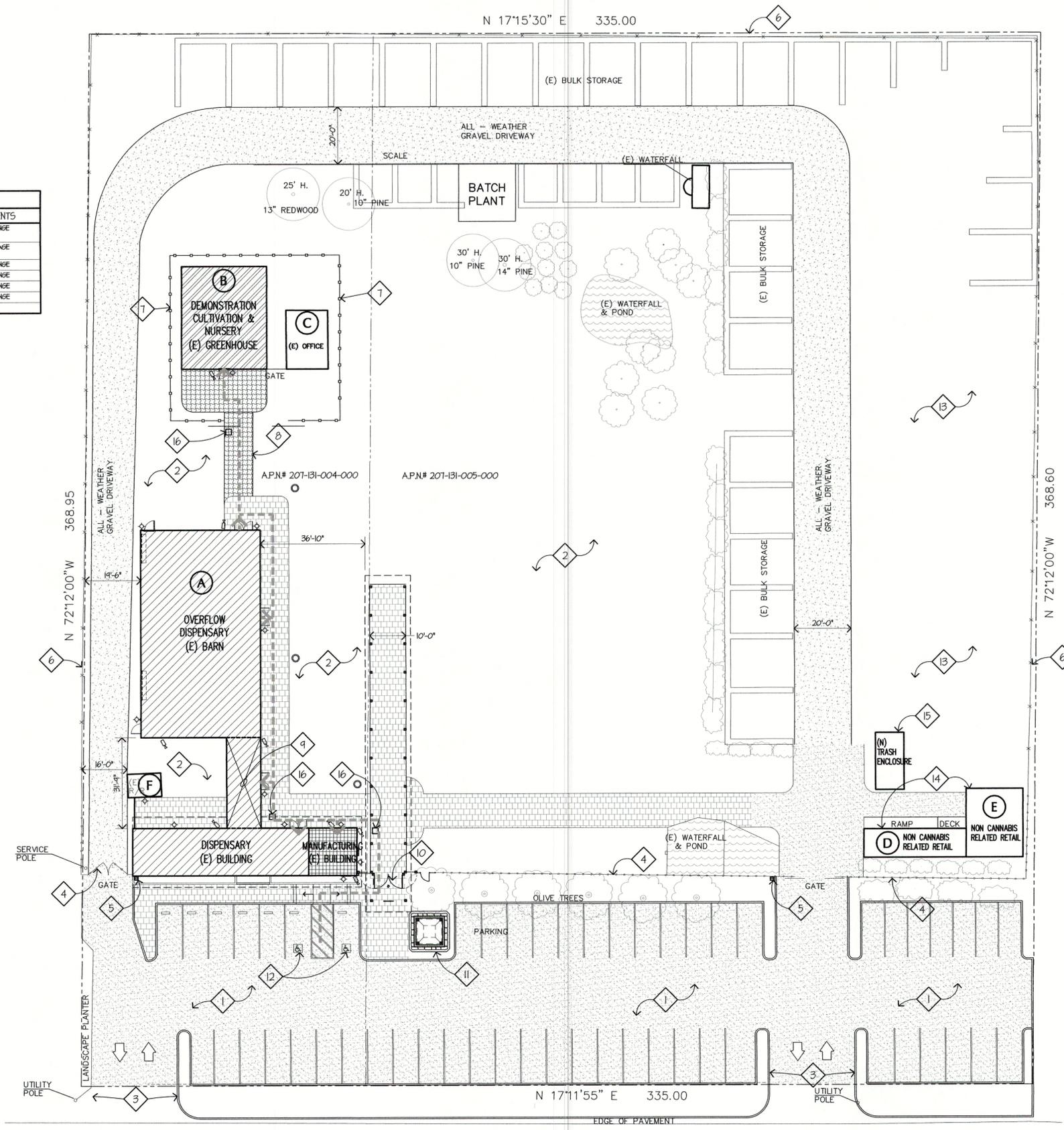
The use of these plans and specifications shall be restricted to the original site for which they were prepared and publication thereof is expressly limited to such use. No use, reproduction, or publication by any method, in whole or in part, is prohibited. Title to the plans and specifications remains in the architect without prejudice. Visual contact with these plans and specifications shall constitute prima facie evidence of the acceptance of these restrictions.

REVISIONS:

USE PERMIT FOR:
RICKY CABRERA & THE CHAPIN LIVING TRUST
AT:
115 & 117 MONTEREY SALINAS HWY SALINAS, CA 93908
TITLE SHEET

SHEET NUMBER
A0.1
DATE: 30 APR 2019
JOB: 1852 DRAWN: CADD

PROJECT BUILDING DATA			
BUILDING	USE	AREA	COMMENTS
A	DISPENSARY & MANUFACTURING (EDIBLE INFUSION)	4,760 SF.	NO CHANGE
B	DEMONSTRATION CULTIVATION NURSERY	1,000 SF.	NO CHANGE
C	(E) OFFICE	300 SF.	NO CHANGE
D	NON CANNABIS RELATED RETAIL	360 SF.	NO CHANGE
E	NON CANNABIS RELATED RETAIL	480 SF.	NO CHANGE
F	(E) EMPLOYEE ONLY RESTROOMS	91 SF.	NO CHANGE



GENERAL NOTES

- EVERYTHING SHOWN IS (E) TO REMAIN U.O.N.
- SITE INFORMATION BASED ON LANDSET ENGINEERS GRADING PLAN, SHEET C-1 ATTACHED FOR REFERENCE ONLY AND SITE OBSERVATION.
- SEE SHEETS A2.1 FOR BUILDING PLANS

KEYED NOTES:

- 1 (E) PARKING LOT, NO CHANGE
- 2 (E) GRAVEL AREA, NO CHANGE
- 3 (E) DRIVEWAY, NO CHANGE
- 4 (E) ORNAMENTAL FENCE & GATE
- 5 (N) KNOX BOX, COORD. W/ LOCAL FIRE MARSHAL
- 6 REPLACE PERIMETER CHAINLINK FENCE W/ (N) 8' CHAIN LINK FENCE W/ PRIVACY SLATS
- 7 (N) 1" ORNAMENTAL FENCE AND GATES
- 8 (N) CONG. PAVERS
- 9 (N) ADDITION AREA 381 SF ENCLOSED WALKWAY
- 10 (E) TRELLIS & GATE, NO CHANGE
- 11 (E) WINDMILL, NO CHANGE
- 12 (E) ACCESSIBLE PARKING NO CHANGE
- 13 (E) RETAIL SALES MATERIALS
- 14 (E) NON CANNABIS RELATED RETAIL
- 15 PROPOSED TRASH ENCLOSURE
- 16 SECURITY / CHECK-IN STATION

LEGEND

- ACCESSIBLE P.O.T.
- [Grid Pattern] UNIT A MANUFACTURING (EDIBLE INFUSION)
- [Diagonal Lines] UNIT B - DISPENSARY
- [Cross-hatch] UNIT C - DEMONSTRATION CULTIVATION & NURSERY
- [Stippled] (E) CONG. PAVERS
- [Dotted] (E) AC PAVING
- [Horizontal Lines] (N) CONG. PAVERS
- [Square with X] SECURITY CAMERA, SCHEMATIC LOCATION
- [Square with Circle] BUILDING LIGHT, SCHEMATIC LOCATION
- [Circle with X] POLE MOUNTED LIGHT, SCHEMATIC LOCATION

KASAVAN ARCHITECTS
 60 W. Market St., Suite 300
 Salinas, California 93901
 Voice 831.424.2232 Fax 831.424.2501



CONSULTANTS

The use of these plans and specifications shall be restricted to the original site for which they were prepared and publication thereof is expressly limited to such use. Re-use, reproduction, or publication by any method, in whole or in part, is prohibited. Title to the plans and specifications remains in the architect without prejudice. Void contact with these plans and specifications shall constitute prima facie evidence of the acceptance of these restrictions.

REVISIONS:

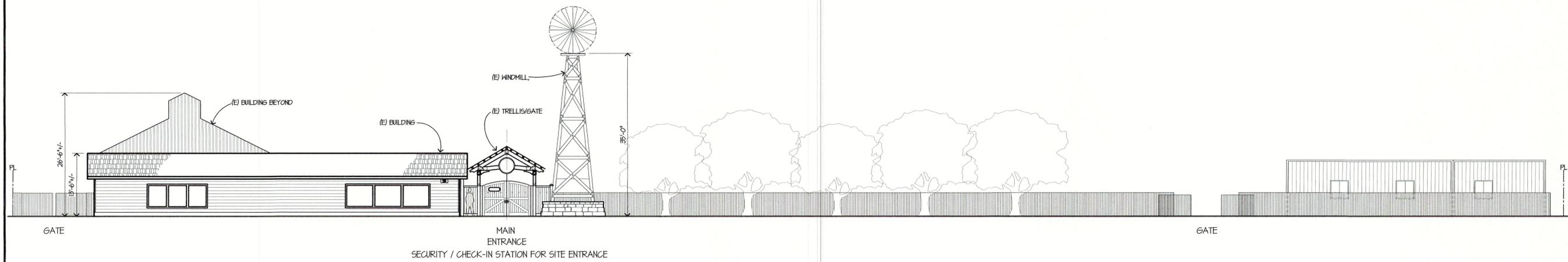
NO.	DATE	DESCRIPTION

USE PERMIT FOR:
RICKY CABRERA & THE CHAPIN LIVING TRUST
 A.T.
115 & 117 MONTEREY SALINAS HWY SALINAS, CA 93908
SITE PLAN

SHEET NUMBER
A1.1
 DATE: 30 APR 2014
 JOB 1052 DRAWN GADD

SITE PLAN





EXTERIOR WEST ELEVATION

3/32"=1'-0"

1

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KASAVAN ARCHITECTS
 60 W. Market St., Suite 300 Salinas, California 93901
 Voice 831.424.2232 Fax 831.424.2501



CONSULTANTS

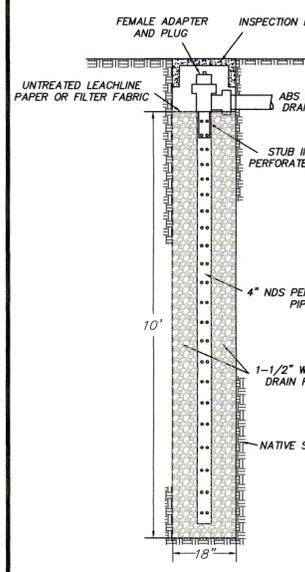
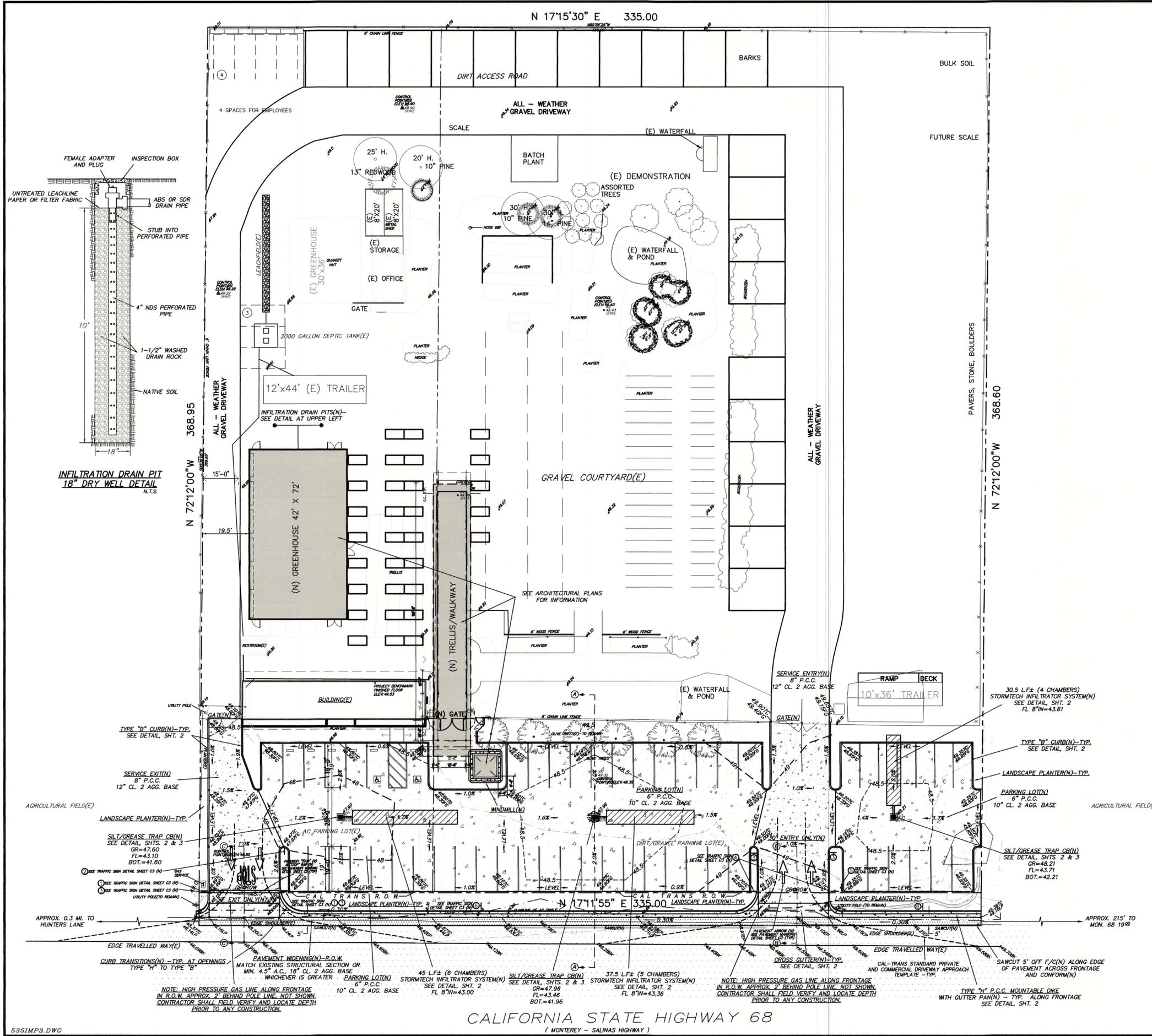
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REVISIONS:

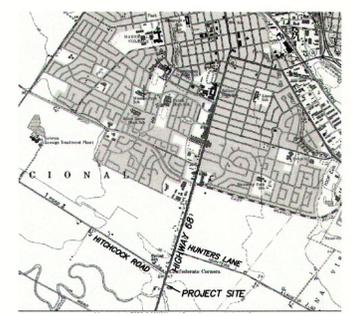
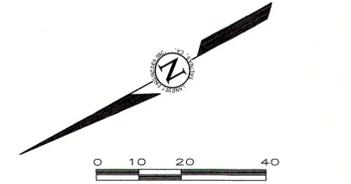
USE PERMIT FOR:
RICKY CABRERA & THE CHAPIN LIVING TRUST
 AT:
115 & 117 MONTEREY SALINAS HWY SALINAS, CA 93908
 EXTERIOR ELEVATIONS

SHEET NUMBER
A3.1

DATE: 30 APR 2019
 JOB: 1052 DRAWN: CADD



INFILTRATION DRAIN PIT
18" DRY WELL DETAIL
N.T.S.



VICINITY MAP
N.T.S.

LEGEND:

- = EXISTING(E)**
 - - - - - APPROXIMATE PROPERTY BOUNDARY / CAL-TRANS RIGHT-OF-WAY LINE
 - 50- MAJOR CONTOUR LINE (1' INTERVAL)
 - 49.5- MINOR CONTOUR LINE (0.5' INTERVAL)
 - [Pattern] ASPHALT CONCRETE SURFACE
 - [Pattern] DIRT SURFACE
 - [Symbol] SURVEY CONTROL POINT
 - [Symbol] WATER METER, GAS METER, UTILITY POLE
 - [Symbol] PINE, TREE, REDWOOD, AND OLIVE TREE CANOPY
- = NEW(N)**
 - 50- MAJOR CONTOUR LINE (1' INTERVAL)
 - 49.5- MINOR CONTOUR LINE (0.5' INTERVAL)
 - A9.34tc FINISHED TOP OF CURB ELEVATION
 - [Pattern] ASPHALT CONCRETE SURFACE / CAL-TRANS R.O.W.
 - [Pattern] PORTLAND CEMENT CONCRETE SURFACE - CUSTOMER & EMPLOYEE PARKING LOT
 - [Pattern] PORTLAND CEMENT CONCRETE SURFACE - SERVICE ENTRY / EXIT - TRUCK TRAFFIC
 - [Pattern] STORMTECH INFILTRATOR UNDERGROUND RETENTION SYSTEM
 - [Symbol] CURBS AND GUTTERS, LABELLED AS SHOWN
 - [Symbol] SILT/GREASE TRAP CATCH BASIN WITH INSERT FILTER
 - [Symbol] TRAFFIC SIGN (SEE TRAFFIC SIGN DETAIL, SHEET C3)
 - [Symbol] TRAFFIC SIGN DESIGNATION (SEE TRAFFIC SIGN DETAIL, SHEET C3)

GENERAL NOTES:

- 1) ELEVATIONS ARE BASED ON THE FINISHED FLOOR ELEVATION AS SHOWN ON MAP DATED JULY 2001 BY WHITSON ENGINEERS, (ELEV. 49.53)
- 2) NOT ALL UNDERGROUND FACILITIES WERE LOCATED, ONLY VISIBLE ABOVE GROUND FACILITIES IN THE AREA OF MAPPING ARE SHOWN AND MAY NOT BE COMPLETE. UNDERGROUND UTILITY LOCATIONS SHOULD BE OBTAINED FROM THE APPROPRIATE UTILITY COMPANIES, PUBLIC AGENCIES, AND/OR OWNER AND MARKED IN THE FIELD.
- 3) THIS MAP PORTRAYS THE SITE AT THE TIME OF THE SURVEY (3/16/06) AND DOES NOT SHOW SOILS OR GEOLOGY INFORMATION, UNDERGROUND CONDITIONS, EASEMENTS, ZONING OR REGULATORY INFORMATION, OR ANY OTHER ITEMS NOT SPECIFICALLY REQUESTED BY THE PROPERTY OWNER.
- 4) THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.

CALTRANS ENCROACHMENT PERMIT NOTES:

- 1) NO FIXED OBJECTS SUCH AS TREES OR ROCKS SHALL BE PLACED IN THE LANDSCAPE AREAS (SEE LANDSCAPE PLANS).
- 2) VEGETATION WITHIN THE CALTRANS RIGHT-OF-WAY SHALL NOT OBSTRUCT SIGHT SIGHT DISTANCE FROM THE PROPOSED DRIVEWAYS (SEE LANDSCAPE PLANS).
- 3) ALL EXISTING SIGNS, STRUCTURES, AND PLANTERS SHALL BE RELOCATED OUTSIDE OF CALTRANS RIGHT-OF-WAY.

NO.	DATE	BY	REVISION
6	11/6/08	GRG	"AS-BUILTS"
5	7/26/07	MH	PER CALTRANS PLAN CHECK 2
4	4/18/07	MH	PER CALTRANS PLAN CHECK 1
3	4/6/07	GRG	MO.CO. PLAN CHECK
2	10/24/06	GRG	RELEASE FOR ENCROACHMENT PRMT
1	9/18/06	GRG	RELEASED TO CLIENT



APPROVED BY:
GUY R. GIRARDO
R.C.E. No. 66669

LANDSET
ENGINEERS, INC.

520B CRAZY HORSE CANYON ROAD, SALINAS, CALIFORNIA
(831) 443-6970 LANDSET@AOL.COM FAX (831) 443-3801

FOR REFERENCE ONLY
SITE IMPROVEMENT PLAN
OF
MCSHANE NURSERY PARKING LOT
115 MONTEREY - SALINAS HIGHWAY
FOR
MR. STEVE MCSHANE

CALIFORNIA STATE HIGHWAY 68
(MONTEREY - SALINAS HIGHWAY)

Attachment G

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**PLANNING COMMISSION
COUNTY OF MONTEREY, STATE OF CALIFORNIA**

RESOLUTION NO. 05035

APN# 207-131-004-000 and 207-131-005-000

FINDINGS & DECISION

In the matter of the application of
GRAEBER GEORGE W & CLAUDIA A TRS (PLN050366)

Amendment to a previously approved Use Permit (PC95110) for an Existing Retail Nursery and Accessory Ornamental Landscape Material Business. The properties are located at 115 & 117 Monterey – Salinas Highway, Salinas, Greater Salinas Area. The project came on regularly for hearing before the Planning Commission on July 27, 2005.

WHEREAS: Said Planning Commission, having considered the application and the evidence presented relating thereto;

FINDINGS OF FACT

1. FINDING: CONSISTENCY - The subject Use Permit (PLN050366), as described in condition #1 and as conditioned, conforms with the plans, policies, requirements and standards of the Monterey County General Plan, Greater Salinas Area Plan and the Chapter 21.68 (Legal Non Conforming Uses) of the Monterey County Zoning Ordinance (Title 21). The properties are located at 115 & 117 Monterey-Salinas Highway, Salinas. The parcels are zoned "F/40" (Farmlands, 40 Acres Minimum). On November 14, 1984, a Use Permit (Permit No. 3042 [Assessor's Parcel Number 207-131-005-000]) was approved by the Planning Commission. The permit granted the expansion of the existing retail nursery to established, on the adjacent 1.99 acre parcel, an accessory landscape materials business. This use permit (Permit No. 3042) expired on November 14, 1994. On February 28, 1996, the Planning Commission approved a Use Permit (PC 95110), that recognized the two legal non-conforming uses under one use permit.

EVIDENCE: The Planning and Building Inspection staff reviewed the project, as contained in the application and accompanying materials, for conformity with:

- a) The Monterey County General Plan
- b) The Greater Salinas Area Plan
- c) Chapter 21.68 (Legal Non-Conforming Uses) of Monterey County Zoning Ordinance (Title 21).

EVIDENCE: The Use Permit has been reviewed by the Monterey County Planning and Building Inspection Department, Salinas Rural Fire District, Public Works, California Department of Transportation, Environmental Health Division, and the Water Resources Agency. There has been no indication from these department or agencies that the site is not suitable for the proposed use. Necessary public facilities are available to the project site. The Salinas Rural Fire District has recommended conditions of approval in addition to the conditions recommended by the Planning and Building Inspection Department.

EVIDENCE: Written and verbal public testimony submitted at public hearings before the Planning Commission.

EVIDENCE: The application, plans, and support materials submitted by the project applicant to the Monterey County Planning and Building Inspection Department for the use permit found in the project file (PLN050366).

2. **FINDING: CATEGORICAL EXEMPTION** The proposed project will not have a significant environmental impact.

EVIDENCE: Section 15301 of the California Environmental Quality Act (CEQA) Guidelines Categorically exempts the subject development from environmental review. No adverse environmental impacts were identified during review of the established uses.

EVIDENCE: Use Permit PC 95110 and Permit No. 3042 we approved under a Categorical Exemption.

3. **FINDING: SITE SUITABILITY** - The site is physically suitable for the uses proposed. The subject properties are in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of Title 21, and any zoning violation abatement costs have been paid.

EVIDENCE: The Use Permit has been reviewed by the Monterey County Planning and Building Inspection Department, Salinas Rural Fire District, Public Works, California Department of Transportation, Environmental Health Division, and the Water Resources Agency. There has been no indication from these department or agencies that the site is not suitable for the proposed uses. Necessary public facilities are available to the project site.

FINDING: NO VIOLATIONS - The subject properties are in compliance with all rules and regulations pertaining to the use of the property, that no violations exist on the property and that all zoning abatement costs, if any have been paid.

EVIDENCE: Staff verification of the Monterey County Planning and Building Inspection Department records indicated that no violations exist on subject property.

5. **FINDING: HEALTH AND SAFETY** - The establishment, maintenance, or operation of the use or structure applied for will not, under the circumstances of the particular case, be detrimental to health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvement in the neighborhood, or to the general welfare of the County.

EVIDENCE: The project as described in the application and accompanying materials was reviewed by the Monterey County Planning and Building Inspection Department, Salinas Rural Fire Department, Public Works, California Department of Transportation, Environmental Health Division, and the Water Resources Agency. The respective departments have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood; or the County in general.

EVIDENCE: Materials in file PLN050366

6. **FINDING: APPEALABILITY** - The project is appealable to the Monterey County Board of Supervisors.

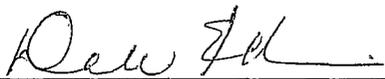
EVIDENCE: Section 21.80.040.D of the Monterey County Zoning Ordinance (Title 21).

DECISION

THEREFORE, it is the decision of said Planning Commission that said application be granted as shown on the attached sketch, subject to the attached conditions.

PASSED AND ADOPTED this 27th day of July, 2005 by the following vote:

AYES: Errea, Parsons, Hawkins, Padilla, Vandevere, Sanchez, Diehl, Salazar, Rochester, Wilmot
NOES: None
ABSTAIN: None
ABSENT: None



DALE ELLIS, SECRETARY

Copy of this decision mailed to the applicant on **AUG 02 2005**

IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK OF THE BOARD OF SUPERVISORS ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE

AUG 12 2005

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from the Monterey County Planning and Building Inspection Department office in Marina.

2. The construction or use authorized by this permit must start within two years of the date of approval of this permit unless extended by the Director of Planning and Building Inspection pursuant to Section 20.140.100 of the Coastal Implementation Plan.

**Monterey County Planning and Building Inspection
Condition Compliance and/or Mitigation Monitoring
Reporting Plan**

Project Name: Graeber

File No. PLN050366 **APN:** 207-131-004-000 & 207-131-005-000

Approval by : Planning Commission

Date: July 27, 2005

**Monitoring or Reporting refers to projects with an EIR or adopted Mitigated Negative Declaration per Section 21081.6 of the Public Resources Code.*

Permit Cond. Number	Mitig. Number	Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department	Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted.	Responsible Party for Compliance	Timing	Verificati on of Complian ce (name/dat e)
1.		<p>PBD029 - SPECIFIC USES ONLY: This Use Permit (PLN050366) allows the continuance of a legal non-conforming use of a nursery (Graeber Gardens) and accessory ornamental landscape material business (Deco Rock). The nursery, located on, Assessor's Parcel Number 207-131-004-000, consists of the main nursery building and greenhouse, annuals and perennial bedding flowers, various ornamental shrubs and trees, demonstration gardens and staging areas containing soil, soil amendment blends, bark, mulches and decorative rock, a storage and mixing</p>	Adhere to conditions and uses specified in the permit.	Owner/ Applicant		

Permit Cond. Number	Mitig. Number	Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department	Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted.	Responsible Party for Compliance	Timing	Verification of Compliance (name/date)
		<p>area. The ornamental landscape material business, (Assessor's Parcel Number 207-131-005-000); consist of large quantities of bark, decorative rock and other landscape materials. The properties are located at 115 & 117 Monterey – Salinas Highway, Salinas (Assessor's Parcel Numbers 207-131-004-000 and 207-131-005-000).</p> <p>This Use Permit was approved in accordance with County ordinances and land use regulations subject to the following terms and conditions. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of Planning and Building Inspection. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. (Planning and Building Inspection Department)</p>			Ongoing	

<i>Permit Cond. Number</i>	<i>Mitig. Number</i>	<i>Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department</i>	<i>Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted.</i>	<i>Responsible Party for Compliance</i>	<i>Timing</i>	<i>Verificati on of Complian ce (name/dat e)</i>
2.		PBD025 - NOTICE-PERMIT APPROVAL The applicant shall record a notice which states: "A Use Permit (Resolution 05035) was approved by the Planning Commission for Assessor's Parcel Number 207-131-004-000 and 207-131-005-000 on July 27, 2005. The permit was granted subject to 11 conditions of approval which run with the land. A copy of the permit is on file with the Monterey County Planning and Building Inspection Department." Proof of recordation of this notice shall be furnished to the Director of Planning and Building Inspection prior to issuance of building permits or commencement of the use. (Planning and Building Inspection Department)	Proof of recordation of this notice shall be furnished to PBI.	Owner/ Applicant	30 days from Planning Commission Approval.	
3.		NON-STANDARD CONDITION The property owner(s) shall maintain off-street parking. Within one year of approval, the parking area shall be base rocked. Within three years, the parking area shall be surfaced with asphalt or concrete. (Planning and Building Inspection Department)	Submit parking plan to the Department of Public Works and Planning and Building Inspection that includes a scheduled of improvements.	Owner/ Applicant	As approved in parking plan.	
4.		NON-STANDARD CONDITION No additional structures shall be erected, excepted for the reconstruction of structures that existed at the time that the legal non-conforming use was established upon, Assessor's Parcel Number 207-131-004-000. No permanent structures shall be erected upon the accessory parcel containing the ornamental landscape material business, located on Assessor's Parcel Number 207-131-005-000. (Planning and Building Inspection Department)		Owner/ Applicant	On-going	

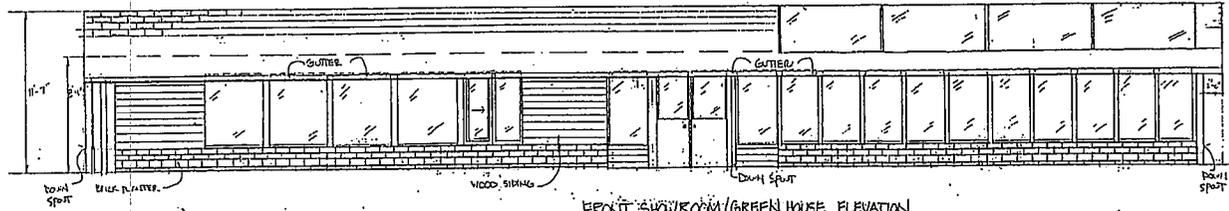
<i>Permit Cond. Number</i>	<i>Mitig. Number</i>	<i>Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department</i>	<i>Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted.</i>	<i>Responsible Party for Compliance</i>	<i>Timing</i>	<i>Verification of Compliance (name/date)</i>
5.		LANDSCAPE MATERIALS & LIGHTING All landscaped areas and fences shall be continuously maintained in a litter-free, weed-free, healthy, growing condition. All exterior lighting shall be unobtrusive, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. (Planning and Building Inspection Department)	Submit a lighting plan for any changes to exterior lights.	Owner/ Applicant	On-going	
6.		ENCROACHMENT PERMIT The applicant shall obtain an encroachment permit from the California Department of Transportation (CalTrans) and define and maintain the driveways. To state Highway 68. (Planning and Building Inspection Department)	Provide a copy of the encroachment permit to the Planning and Building Inspection Department.	Owner/ Applicant	Within 90 days of Planning Commission Approval	
7.		FIRE007 - DRIVEWAYS Driveways shall not be less than 12 feet wide unobstructed, with an unobstructed vertical clearance of not less than 15 feet. The grade for all driveways shall	Applicant shall incorporate specification into design and enumerate as "Fire Dept. Notes" on plans.	Applicant/ Owner	On-going	

<i>Permit Cond. Number</i>	<i>Mitig. Number</i>	<i>Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department</i>	<i>Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted.</i>	<i>Responsible Party for Compliance</i>	<i>Timing</i>	<i>Verificati- on of Complian- ce (name/dat e)</i>
			<i>Applicant shall schedule fire dept. clearance inspection</i>	<i>Applicant/o wner</i>	Prior to final building inspection.	
8.		FIRE008 - GATES All gates providing access from a road to a driveway shall be located at least 30 feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road. Gate entrances shall be at least the width of the traffic lane but in no case less than 12 feet wide. Where a one-way road with a single traffic lane provides access to a gated entrance, a 40-foot turning radius shall be used. Where gates are to be locked, the installation of a key box or other acceptable means for immediate access by emergency equipment may be required. Responsible Land Use Department: Salinas Rural Fire District.	Applicant shall incorporate specification into design and enumerate as "Fire Dept. Notes" on plans. Applicant shall schedule fire dept. clearance inspection	Applicant/ Owner Applicant/ Owner	On-going On-going	
9.		FIRE011 - ADDRESSES FOR BUILDINGS All buildings shall be issued an address in accordance	Applicant shall schedule fire dept. clearance inspection.	<i>Applicant/ Owner</i>	On-going.	

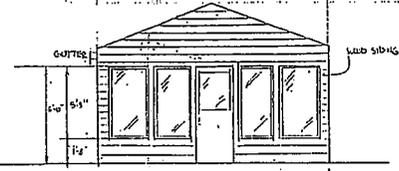
Permit Cond. Number	Mitig. Number	Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department	Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted.	Responsible Party for Compliance	Timing	Verification of Compliance (name/date)
		<p>with Monterey County Ordinance No. 1241. Each occupancy, except accessory buildings, shall have its own permanently posted address. When multiple occupancies exist within a single building, each individual occupancy shall be separately identified by its own address. Letters, numbers and symbols for addresses shall be a minimum of 4-inch height, 1/2-inch stroke, contrasting with the background color of the sign, and shall be Arabic. The sign and numbers shall be reflective and made of a noncombustible material. Address signs shall be placed at each driveway entrance and at each driveway split. Address signs shall be and visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter. Address signs along one-way roads shall be visible from both directions of travel. Where multiple addresses are required at a single driveway, they shall be mounted on a single sign. Where a roadway provides access solely to a single commercial occupancy, the address sign shall be placed at the nearest road intersection providing access to that site. Permanent address numbers shall be posted prior to requesting final clearance. Responsible Land Use Department: Salinas Rural Fire District.</p>	<p><i>Applicant shall schedule fire dept. clearance inspection</i></p>	<p><i>Applicant/ Owner</i></p>	<p>On-going</p>	
10.		<p>FIRE30 – NON-STANDARD CONDITONS – EMERGENCY ACCESS KEY BOX- Emergency access keybox shall be installed and maintained. The type and location shall be approved by the fire department. The fire department shall be notified when locks are changed so that the emergency access keybox can be maintained with current keys. Responsible Land Use Department: Salinas Rural Fire District.</p>	<p><i>Applicant shall schedule fire dept. clearance inspection.</i></p>	<p><i>Applicant /Owner</i></p>	<p>Prior to final building inspection.</p>	

Permit Cond. Number	Mitig. Number	Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department	Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted.	Responsible Party for Compliance	Timing	Verification of Compliance (name/date)
11.		FIRE30-NON-STANDRDS CONDITIONS- PORTABLE FIRE EXTINGUISHERS Portable fire extinguishers shall be installed and maintained in accordance with the Uniform fire Code Standard 10-1. Responsible Land Use Department: Salinas Rural Fire District.	<i>Applicant shall schedule fire dept. clearance inspection.</i>	<i>Applicant /Owner</i>	<i>On-going.</i>	

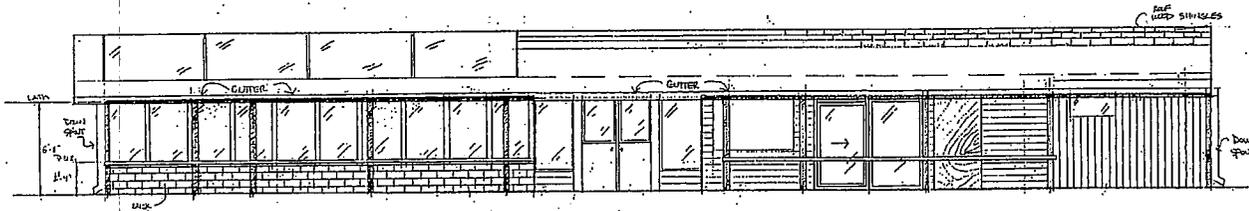
End of Conditions.



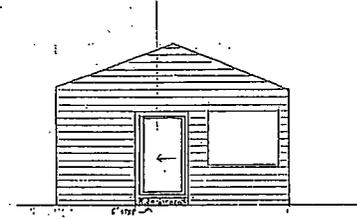
FRONT SHOWROOM/GREEN HOUSE ELEVATION



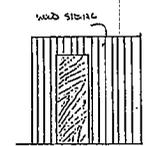
GREEN HOUSE ENTRY ELEVATION



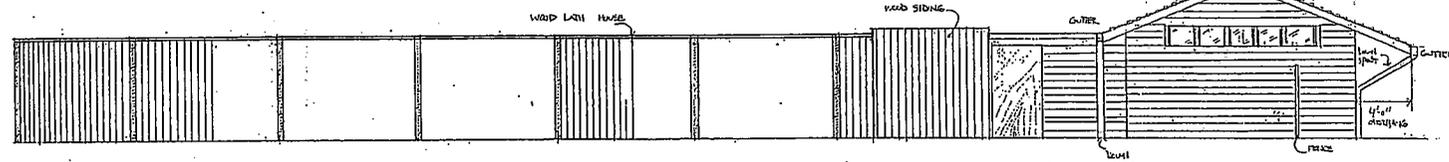
BACK SHOWROOM/GREEN HOUSE ELEVATION



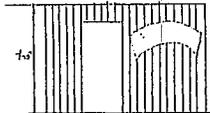
SHOWROOM SIDE ENTRY ELEVATION



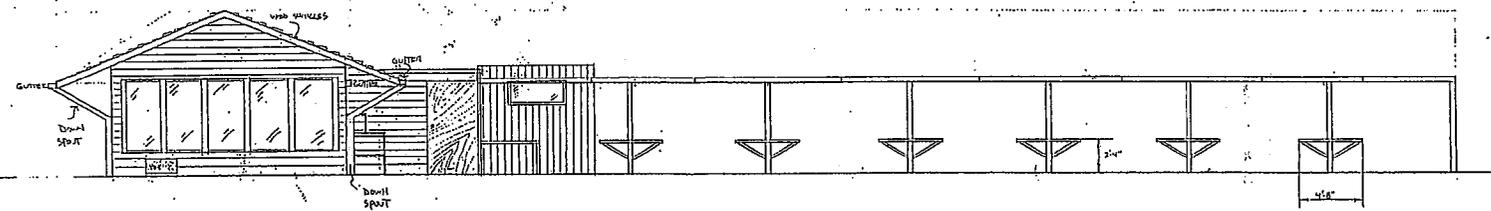
BATHROOM ENTRY ELEVATION



LEFT SIDE SHOWROOM/LATH HOUSE/BATHROOM ELEVATION



FRONT BATHROOM ELEVATION



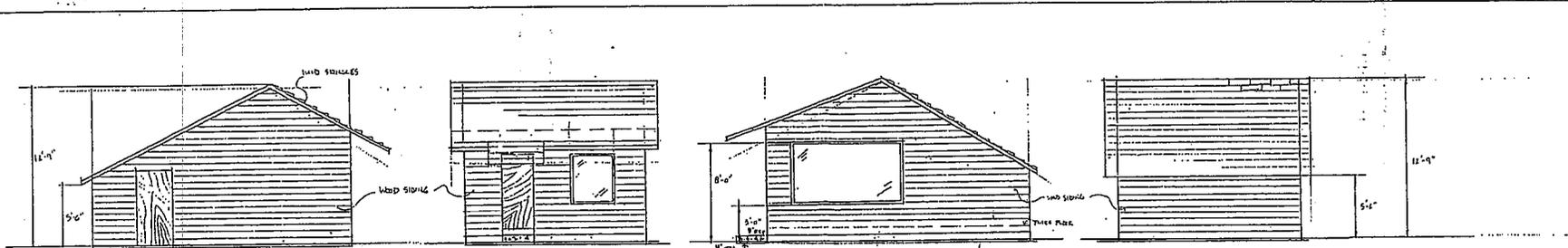
RIGHT SIDE GREEN HOUSE/LATH HOUSE/BATHROOM ELEVATION

REVISIONS	DATE	BY

GRAEBER GARDENS
 GEORGE C. GRAEBER
 ARCHITECT/DESIGNER
 111 W. HARTFORD AVENUE, SUITE 100
 JEFFERSONVILLE, IN 47130-1000
 (812) 281-1979

GRAEBER GARDENS BANDING ELEVATIONS

DATE: 6-20-05
 SCALE: 1/4" = 1'-0"
 DRAWN: AG
 NO. OF SHEETS: 2
 SHEET NO.: 2
 OF 3 Sheets

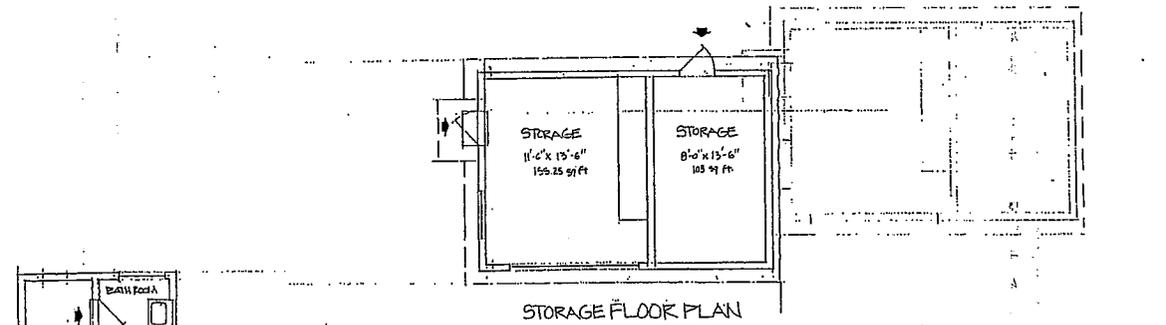


LEFT SIDE STORAGE ELEVATION

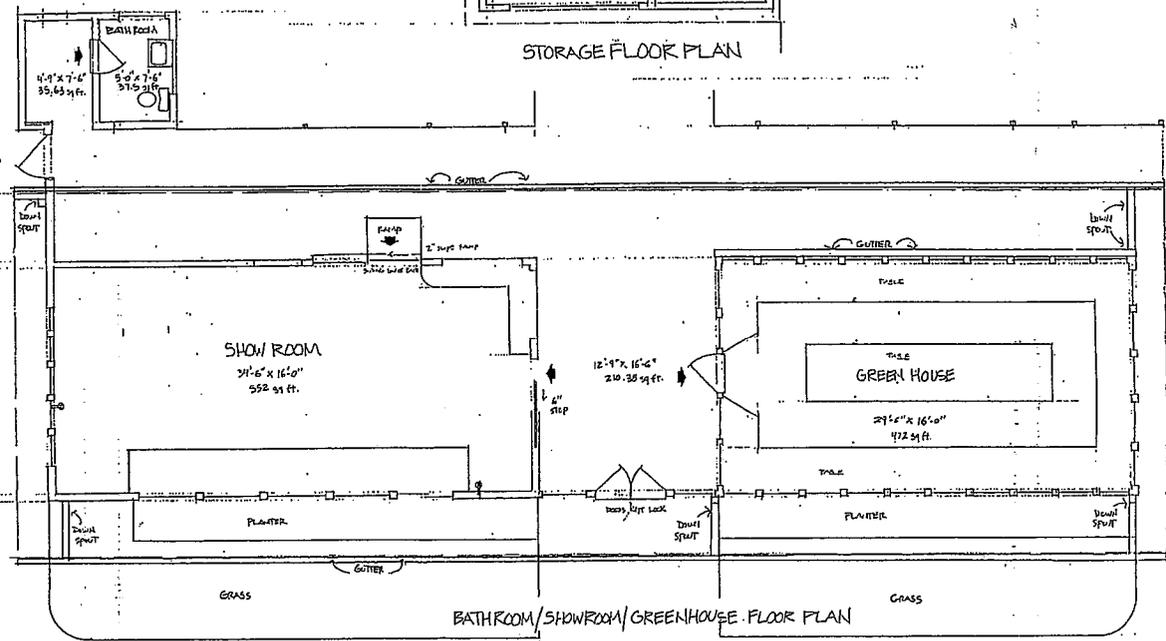
FRONT STORAGE ELEVATION

RIGHT SIDE STORAGE ELEVATION

BACK STORAGE ELEVATION



STORAGE FLOOR PLAN



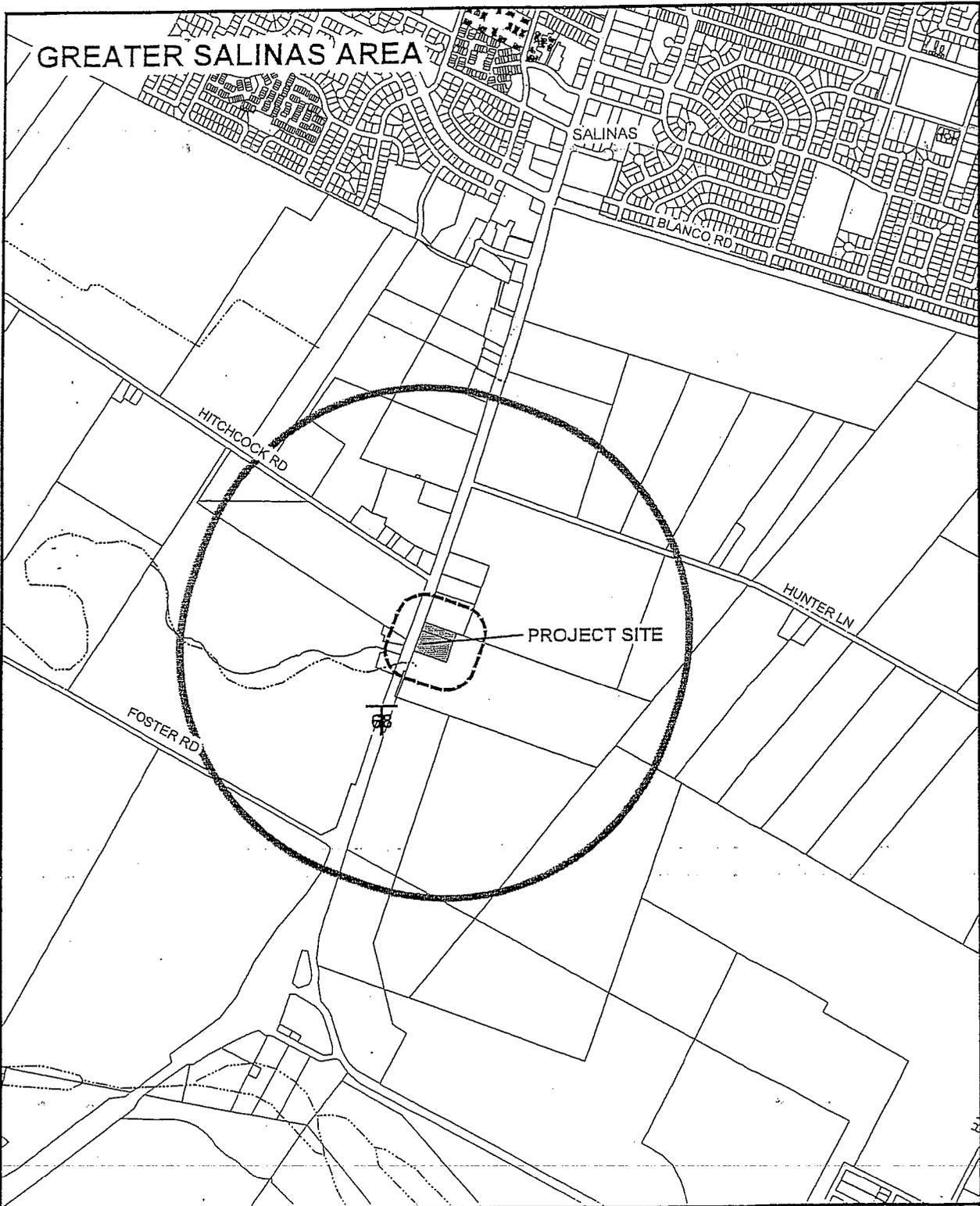
BATHROOM/SHOWROOM/GREENHOUSE FLOOR PLAN

REVISIONS	BY
6/2/15	AL

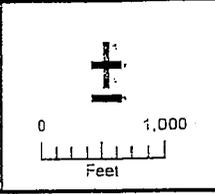
GRAEBER GARDENS
 ARCHITECTURAL SERVICES
 GEORGE & CLAUDIA GRAEBER
 11400 UNIVERSITY PARKWAY, SUITE 100
 ALBUQUERQUE, NM 87113
 (505) 263-1818

GRAEBER GARDENS BUILDING ELEVATIONS
 & FLOOR PLANS

BLDG G-20-05
11'-0" x 16'-0"
DRW A-G
JANUARY 2015
REV 3
01 3



APPLICANT: GRAEBER
 APN: 207-131-004-000 & 005-000 FILE # PLN050366
 [Dashed Box] 300' Limit [Solid Box] 2500' Limit [Dotted Box] City Limits



PLANNER: ONCIANO

Attachment H

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**PLANNING COMMISSION
COUNTY OF MONTEREY, STATE OF CALIFORNIA**

RESOLUTION NO. 06042

A.P.# 207-131-004-000
207-131-005-000

In the matter of the application of
McShane's Nursery (PLN060174)

FINDINGS & DECISION

for an Amendment to a previously approved Use Permit (PLN050366) in accordance with Title 21 (Zoning) Chapter 21.74 (Use Permits) of the Monterey County Code, to allow for an existing retail nursery and accessory ornamental landscape material business. The properties are located at 115 Monterey-Salinas Highway, Salinas, Greater Salinas Area, and came on regularly for hearing before the Planning Commission on July 12, 2006.

Said Planning Commission, having considered the application and the evidence presented relating thereto,

FINDINGS OF FACT

1. **FINDING: CONSISTENCY** - The Amendment to Use Permit (PLN050366), as described in Condition No. 1 and as conditioned, conforms with the policies, requirements and standards of the Monterey County General Plan, Greater Salinas Area Plan and Chapter 21.68 (Legal Non Conforming Uses) of the Monterey County Zoning Ordinance (Title 21). The properties are located at 115 Monterey-Salinas Highway, Salinas (Assessor's Parcel Numbers 207-131-004-000 & 207-131-005-000). The parcels are zoned "F/40" (Farmlands, 40 Acres Minimum). On November 14, 1984, a Use Permit (Permit No. 3042 [Assessor's Parcel Number 207-131-005-000]) was approved by the Planning Commission. The permit granted the expansion of the existing retail nursery to established, on the adjacent 1.99 acre parcel, an accessory landscape materials business. This use permit (Permit No. 3042) expired on November 14, 1994. On February 28, 1996, the Planning Commission approved a Use Permit (PC 95110), that recognized the two legal non-conforming uses under one use permit. On July 27, 2005, the Planning Commission approved a Use Permit (PC050366) for the continued use of a legal non-conforming use of a Nursery (Graber Gardens) and accessory ornamental landscape materials business (Deco Rock). The planning commission approved the use permit with out an expiration date under the condition that: "No additional structures shall be erected, except for the reconstruction of structures that existed at the time that the legal non-conforming use was established upon, Assessor's Parcel Number 207-131-004-000. No permanent structures shall be erected upon the accessory parcel containing the ornamental landscape material business, located on Assessor's Parcel Number 207-131-005-000.

FINDING: CONSISTENCY - The Amendment to Use Permit (PLN050366) includes: a 45 foot tall functional windmill (as conditioned), new 5 foot, 4 inch tall entry gate and 1,872 foot long trellis, 3,024 square foot greenhouse and 200 square foot concrete batch plant. According Chapter 21.68 (Legal Nonconforming Uses), no use deemed legal nonconforming shall be "expanded, enlarged, increase or extended to occupy a greater area than that occupied when the legal nonconforming use was established. The addition of the greenhouse is proposed to occupy an area that is currently used as a staging area for bedding plants (i.e. six packs, flats and gallon plants) and was in this or a similar use at the time the legal nonconforming use was established. The concrete batch is proposed to utilize an area currently occupied as a landscape area. The concrete generated from the batch plant will complement the ornamental landscape material

business. Therefore, the nursery is not being intensified over the level of use permitted as established by the granting of the use permit PLN060174.

EVIDENCE: The Monterey County RMA - Planning Department staff reviewed the project, as contained in the application and accompanying materials, for conformity with:

- a) The Monterey County General Plan
- b) The Greater Salinas Area Plan
- c) Chapter 21.68 (Legal Non-Conforming Uses) of Monterey County Zoning.
- d) The 45 foot tall windmill is consistent with Section 21.30.060 B.4.b of the Chapter 21.30 (Regulation for Farmlands Zoning Districts or "F" Districts). The windmill shall be functional, providing a working purpose that demonstrates both the historical and functional capabilities of this type of agricultural devices.
- e) Ordinance (Title 21).

EVIDENCE: The Amendment to Use Permit (PLN050366) has been reviewed by the Monterey County RMA - Planning Department, Salinas Rural Fire Protection District, California Department of Transportation, Department of Public Works, Environmental Health Division, and the Water Resources Agency. There has been no indication from these department or agencies that the site is not suitable for the proposed use. Necessary public facilities are available to the project site. The Salinas Rural Fire Protection District, California Department of Transportation, Department of Public Works has recommended conditions of approval in addition to the conditions recommended by the RMA - Planning Department.

EVIDENCE: The project planner conducted a site analysis in July 2006.

EVIDENCE: Written and verbal public testimony submitted at public hearings before the Planning Commission.

EVIDENCE: The application, plans, and support materials submitted by the project applicant to the Monterey County RMA - Planning Department for the amendment to Use Permit (PLN050366) found in the project file (PLN060174).

2. **FINDING: CATEGORICAL EXEMPTION** The proposed project will not have a significant environmental impact.

EVIDENCE: Section 15301 of the California Environmental Quality Act (CEQA) Guidelines Categorically exempts the subject development from environmental review. No adverse environmental impacts were identified during review of the established uses.

EVIDENCE: Use Permits PLN050366, PC 95110 and Permit No. 3042 we approved under a Categorical Exemption.

3. **FINDING: SITE SUITABILITY** - The site is physically suitable for the uses proposed. The subject properties are in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of Title 21, and any zoning violation abatement costs have been paid.

EVIDENCE: The Amendment to Use Permit (PLN050366) has been reviewed by the Monterey County RMA - Planning Department, Salinas Rural Fire Protection District, California Department of Transportation, Department of Public Works, Environmental Health Division, and the Water Resources Agency. There has been no indication from these department or agencies that the site is not suitable for the proposed uses. Necessary public facilities are available to the project site.

4. **FINDING: TRAFFIC IMPACT** - The proposed amendment to Use Permit (PLN050366) will not adversely impact traffic conditions in the area.
EVIDENCE: A Traffic Analysis Report (Library No. LIB060261) was prepared by Higgins Associates, Civil & Traffic Engineers, dated May 2, 2006. The California Department of Transportation and Public Works Department reviewed the proposed project, reviewed the report and have determined that no significant adverse traffic impacts will occur.
5. **FINDING: NO VIOLATIONS** - The subject properties are in compliance with all rules and regulations pertaining to the use of the property, that no violations exist on the property and that all zoning abatement costs, if any have been paid.
EVIDENCE: Staff verification of the Monterey County RMA - Planning Department and Building Services Department records indicated that no violations exist on subject property.
6. **FINDING: HEALTH AND SAFETY** - The establishment, maintenance, or operation of the use or structure applied for will not, under the circumstances of the particular case, be detrimental to health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvement in the neighborhood, or to the general welfare of the County.
EVIDENCE: The project as described in the application and accompanying materials was reviewed by the Monterey County RMA - Planning Department, Salinas Rural Fire Department, California Department of Transportation, Department of Public Works, Environmental Health Division, and the Water Resources Agency. The respective departments have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood; or the County in general.
EVIDENCE: Per the California Department of Transportation (CalTrans) inter-departmental referral in association with the review of the Traffic Analysis (LIB060261), prepared by Higgins Associates, Civil & Traffic Engineers of Gilroy California, dated May 2, 2006, it has been determined that no significant adverse traffic impacts will occur.
EVIDENCE: Materials in file PLN060174
7. **FINDING: APPEALABILITY** - The project is appealable to the Monterey County Board of Supervisors.
EVIDENCE: Section 21.80.040.D of the Monterey County Zoning Ordinance (Title 21).

THEREFORE, it is the decision of said Planning Commission that said application for a Use Permit be granted as shown on the attached sketch, and subject to the attached conditions.

DECISION

PASSED AND ADOPTED this 12th day of July, 2006, by the following vote:

AYES: Errea, Brown, Isakson, Salazar, Vandever, Padilla, Sanchez, Diehl
 NOES: Rochester
 ABSENT: Wilmot


MIKE NOVO, SECRETARY

COPY OF THIS DECISION WAS MAILED TO THE APPLICANT ON AUG 22 2006

IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK OF THE BOARD OF SUPERVISORS ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE SEP - 1 2006

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from the Monterey County Planning and Building Inspection Department office in Salinas.

2. This permit expires two years after the above date of granting thereof unless construction or use is started within this period.

**Monterey County Resource Management Agency
Planning Department
Condition Compliance Reporting Plan**

Project Name: McShane's (Chapin)
File No. PLN060174 **APN:** 207-131-004-000 & 207-131-005-000
Approval by: Planning Commission **Date:** July 12, 2006

**Monitoring or Reporting refers to projects with an EIR or adopted Mitigated Negative Declaration per Section 21081.6 of the Public Resources Code.*

<i>Permit Cond. Number</i>	<i>Mitig. Number</i>	<i>Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department</i>	<i>Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted.</i>	<i>Responsible Party for Compliance</i>	<i>Timing</i>	<i>Verification of Compliance (name/date)</i>
1.		<p>PBD029 - SPECIFIC USES ONLY This Amendment to Use Permit (PLN050366) consisting of: a 45 foot tall functional windmill, new 5 foot, 4 inch tall entry gate and 1,872 foot long trellis, 3,024 square foot greenhouse and 200 square foot concrete batch plant to an existing legal nonconforming retail nursery and accessory landscape materials business. The nursery, located on, Assessor's Parcel Number 207-131-004-000, consists of the main nursery building and greenhouse, annuals and perennial bedding flowers, various ornamental shrubs and trees, demonstration gardens and staging areas containing soil, soil amendment blends, bark, mulches and decorative rock, a storage and mixing area. The ornamental landscape material business, (Assessor's Parcel Number 207-131-005-000); consist of large quantities of bark, decorative rock and other landscape materials. The properties are located at 115 & 117 Monterey – Salinas Highway, Salinas (Assessor's Parcel Numbers 207-131-004-000 and 207-131-005-000). The McShane's Nursery and Landscape Supply operation (Aka Graber Gardens & Deco Rock), has merged two legal nonconforming uses under one ownership.</p>	Adhere to conditions and uses specified in the permit.	Owner/ Applicant	On-going	

<i>Permit Cond. Number</i>	<i>Mitig. Number</i>	<i>Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department</i>	<i>Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted.</i>	<i>Responsible Party for Compliance</i>	<i>Timing</i>	<i>Verification of Compliance (name/date)</i>
		This Amendment to Use Permit (PLN050366) was approved in accordance with County ordinances and land use regulations subject to the following terms and conditions. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of RMA - Planning Department. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. [Resource Management Agency (RMA) - Planning Department]			Ongoing	
2.		PBD025 - NOTICE-PERMIT APPROVAL The applicant shall record a notice which states: "A Use Permit (Resolution 06042) was approved by the Planning Commission for Assessor's Parcel Number 207-131-004-000 and 207-131-005-000 on July 12, 2006. The permit was granted subject to 17 conditions of approval which run with the land. A copy of the permit is on file with the Monterey County RMA - Planning Department." Proof of recordation of this notice shall be furnished to the Director of RMA – Planning Department prior to issuance of building permits or commencement of the use. (RMA - Planning Department)	Proof of recordation of this notice shall be furnished to PBI.	Owner/ Applicant	30 days from Planning Commission Approval	
3.		NON-STANDARD CONDITION The property owner(s) shall maintain off-street parking. Within one year of approval, the parking area shall be base rocked. Within three years, the parking area shall be surfaced with asphalt or concrete. (RMA - Planning Department)	Submit parking plan to the Department of Public Works and RMA - Planning Department that includes a schedule of improvements.	Owner/ Applicant	As approved in parking plan.	

McShane's Nursery (PLN060174)

<i>Permit Cond. Number</i>	<i>Mitig. Number</i>	<i>Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department</i>	<i>Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted.</i>	<i>Responsible Party for Compliance</i>	<i>Timing</i>	<i>Verification of Compliance (name/date)</i>
4.		NON-STANDARD CONDITION The legal nonconforming use shall not be expanded, enlarged, increase or extended to occupy a greater area than that occupied at the time that the legal nonconforming use was established. Additionally, the legal nonconforming use may not be intensified over the level of use as established by the granting of Use Permit (PLN060174) for Assessor's Parcel Number 207-131-004-000 and 207-131-005-000. (RMA - Planning Department)		Owner/ Applicant	On-going	
5.		LANDSCAPE MATERIALS & LIGHTING All landscaped areas and fences shall be continuously maintained in a litter-free, weed-free, healthy, growing condition. All exterior lighting shall be unobtrusive, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. (RMA - Planning Department)	Submit a lighting plan for any changes to exterior lights.	Owner/ Applicant	On-going	
6.		NON-STANDARD CONDITION The 45 foot tall windmill shall be functional, providing a working purpose that demonstrates both the historical and functional capabilities of this type of agricultural devices. No advertising, signage or nomenclature shall be allowed on the windmill device. (RMA - Planning Department)	Prior to issuance of grading and building permits the applicant shall submit 2 copies of an elevation plan which shall indicate the maximum 45 foot height of the entire windmill structure clearly indicating the functionality of the windmill device, per Section 21.30.060B.4.b. of Chapter 21.30 (Regulations for Farmlands Zoning Districts or "F" Districts) to the Direction of RMA – Planning Department.	Owner/ Applicant	Prior to issuance of grading or building permits.	

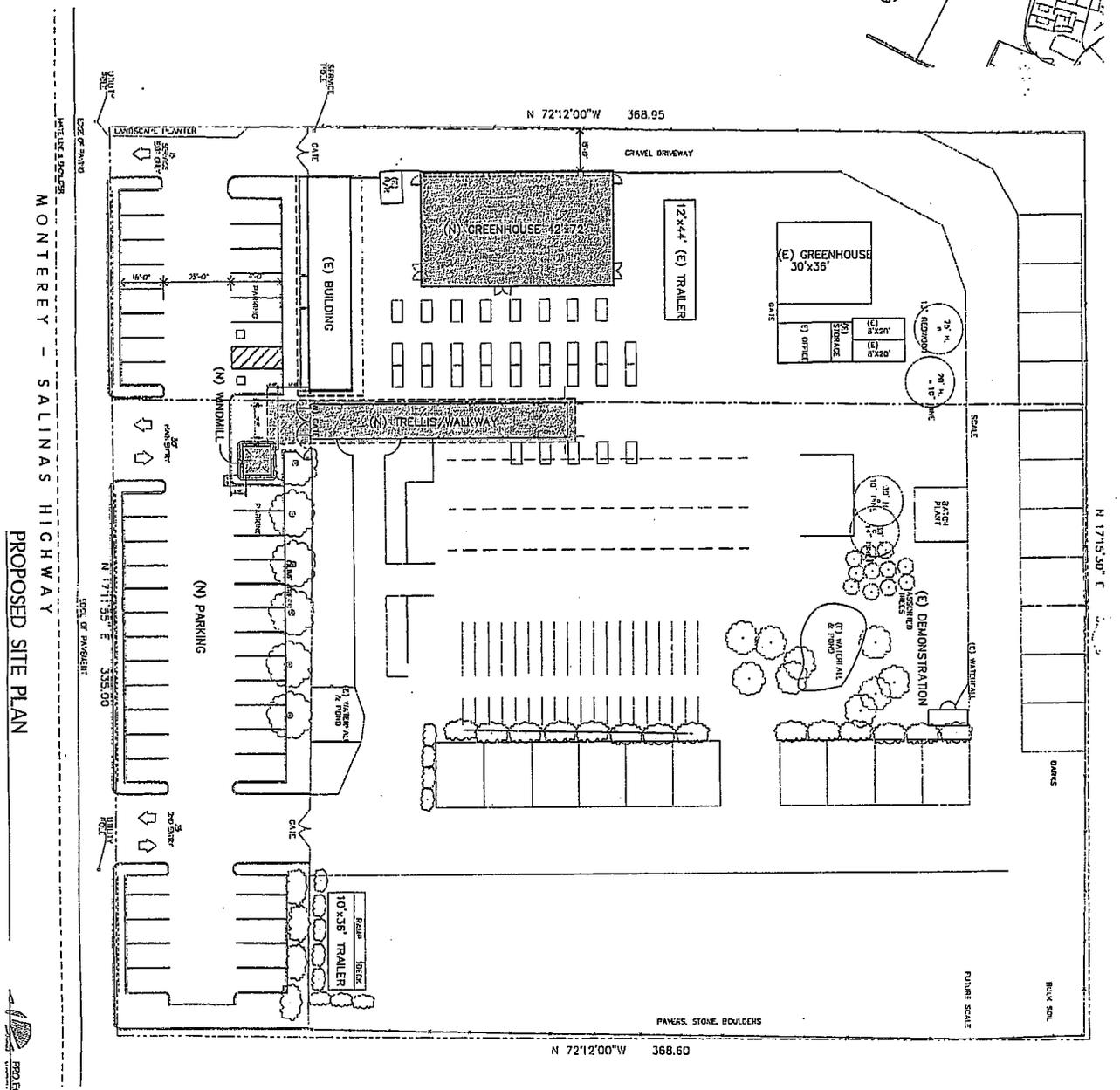
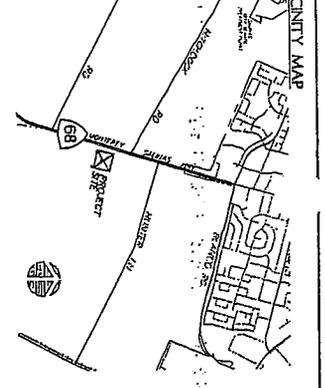
<i>Permit Cond. Number</i>	<i>Mitig. Number</i>	<i>Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department</i>	<i>Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted.</i>	<i>Responsible Party for Compliance</i>	<i>Timing</i>	<i>Verification of Compliance (name/date)</i>
7.		NON STANDARD CONDITION ENCROACHMENT PERMIT The applicant shall obtain an encroachment permit from the California Department of Transportation (CalTrans) and define and maintain the driveways. To state Highway 68. (RMA - Planning Department)	Provide a copy of the encroachment permit to the RMA - Planning Department.	Owner/ Applicant	Within 90 days of Planning Commission Approval	
8.		NON STANDARD CONDITION That the driveway curbs be modified to a 25-foot radius, to better accommodate right turns into and out of the Nursery & Landscape Supply operation. (RMA - Planning Department & Public Works)	Prior to issuance of grading and building permits the applicant shall submit 3 copies of a site plan delineating the modified curbs for access and egress.	Owner/ Applicant	Prior to issuance of grading or building permits.	
9.		PW0007 – PARKING STD The parking shall meet the standards of the Zoning Ordinance and be approved by the Director of Public Works and the Director of RMA- Planning Department. (Public Works)	Applicant's engineer or architect shall prepare a parking plan for review and approval	Owner/Applicant/Engineer	Prior to issuance of grading or building permits.	
10.		NON-STANDARD The applicant shall pay the Transportation Agency for Monterey County (TAMC) regional traffic mitigation fee identified in the TAMC nexus study. (Public Works)		Owner/ Applicant	Prior to issuance of grading or building permits	
11.		FIRE001 – ROAD ACCESS Access roads shall be required for every building when any portion of the exterior wall of the first story is located more than 150 feet from fire department access. All roads shall be constructed to provide a minimum of two nine-foot traffic lanes with an unobstructed vertical	Applicant shall incorporate specification into design and enumerate as "Fire Dept. Notes" on plans.	Applicant/ Owner	Prior to issuance of grading and/or building	

<i>Permit Cond. Number</i>	<i>Mitig. Number</i>	<i>Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department</i>	<i>Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted.</i>	<i>Responsible Party for Compliance</i>	<i>Timing</i>	<i>Verification of Compliance (name/date)</i>
		clearance of not less than 15 feet. The roadway surface shall provide unobstructed access to conventional drive vehicles including sedans and fire apparatus and shall be an all-weather surface designed to support the imposed load of fire apparatus (22 tons). Each road shall have an approved name. Responsible Land Use Department: Salinas Rural Fire Protection District.	Applicant shall schedule fire dept. clearance inspection	Applicant/owner	permit. Prior to issuance of grading and/or building permit.	
12.		FIRE008 - GATES All gates providing access from a road to a driveway shall be located at least 30 feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road. Gate entrances shall be at least the width of the traffic lane but in no case less than 12 feet wide. Where a one-way road with a single traffic lane provides access to a gated entrance, a 40-foot turning radius shall be used. Where gates are to be locked, the installation of a key box or other acceptable means for immediate access by emergency equipment may be required. Responsible Land Use Department: Salinas Rural Fire Protection District.	Applicant shall incorporate specification into design and enumerate as "Fire Dept. Notes" on plans. Applicant shall schedule fire dept. clearance inspection	Applicant/Owner Applicant/Owner	Prior to issuance of grading and/or building permit. Prior to final building inspection.	
13.		FIRE011 - ADDRESSES FOR BUILDINGS All buildings shall be issued an address in accordance with Monterey County Ordinance No. 1241. Each occupancy, except accessory buildings, shall have its own permanently posted address. When multiple occupancies exist within a single building, each individual occupancy shall be separately identified by its own address. Letters, numbers and symbols for addresses shall be a minimum of 4-inch height, 1/2-inch stroke, contrasting with the background color of the sign, and shall be Arabic. The sign and numbers shall	Applicant shall schedule fire dept. clearance inspection. Applicant shall schedule fire dept. clearance inspection	Applicant/Owner Applicant/Owner	Prior to issuance of building permit. Prior to final building inspection.	

<i>Permit Cond. Number</i>	<i>Mitig. Number</i>	<i>Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department</i>	<i>Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted.</i>	<i>Responsible Party for Compliance</i>	<i>Timing</i>	<i>Verification of Compliance (name/date)</i>
		<p>be reflective and made of a noncombustible material. Address signs shall be placed at each driveway entrance and at each driveway split. Address signs shall be and visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter.</p> <p>Address signs along one-way roads shall be visible from both directions of travel. Where multiple addresses are required at a single driveway, they shall be mounted on a single sign. Where a roadway provides access solely to a single commercial occupancy, the address sign shall be placed at the nearest road intersection providing access to that site. Permanent address numbers shall be posted prior to requesting final clearance. Responsible Land Use Department: Salinas Rural Fire Protection District.</p>				
14.		<p>FIRE026 - ROOF CONSTRUCTION (STANDARD) All new structures, and all existing structures receiving new roofing over 50 percent or more of the existing roof surface within a one-year period, shall require a minimum of ICBO Class B roof construction. Responsible Land Use Department: Salinas Rural Fire Protection District.</p>	Applicant shall enumerate as "Fire Dept. Notes" on plans.	Applicant or owner	Prior to issuance of building permit.	
15.		<p>FIRE30 – NON-STANDARD CONDITON – EMERGENCY ACCESS KEY BOX- Emergency access keybox shall be installed and maintained. The type and location shall be approved by the fire department. The fire department shall be notified when locks are changed so that the emergency access keybox can be maintained with current keys. Responsible Land Use Department: Salinas Rural Fire Protection District.</p>	Applicant shall schedule fire dept. clearance inspection.	Applicant /Owner	Prior to final clearance	

<i>Permit Cond. Number</i>	<i>Mitig. Number</i>	<i>Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department</i>	<i>Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted.</i>	<i>Responsible Party for Compliance</i>	<i>Timing</i>	<i>Verification of Compliance (name/date)</i>
16.		FIRE30-NON-STANDRDS CONDITON-PORTABLE FIRE EXTINGUISHERS Portable fire extinguishers shall be installed and maintained in accordance with NFPA 10. Responsible Land Use Department: Salinas Rural Fire Protection District.	Applicant shall schedule fire dept. clearance inspection.	Applicant /Owner	Prior to final clearance	
17.		FIRE30-NON-STANDRDS CONDITON-EMERGENY WATER STANDARDS – WATER SYSTEMS A water storage tank and hydrant shall be installed. The size of the water storage tank and hydrant shall be in accordance with NFPA Standard 1142, Water Supplies for Suburban and Rural Fire Fighting. Responsible Land Use Department: Salinas Rural Fire Protection District.	Plans shall be submitted to the fire district for approval prior to installation.	Applicant /Owner	Prior to final clearance	
			Water storage tank and hydrant shall be inspected and accepted by the fire district	Applicant /Owner	Prior to final clearance	

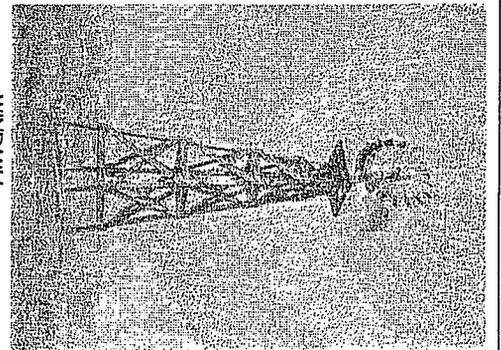
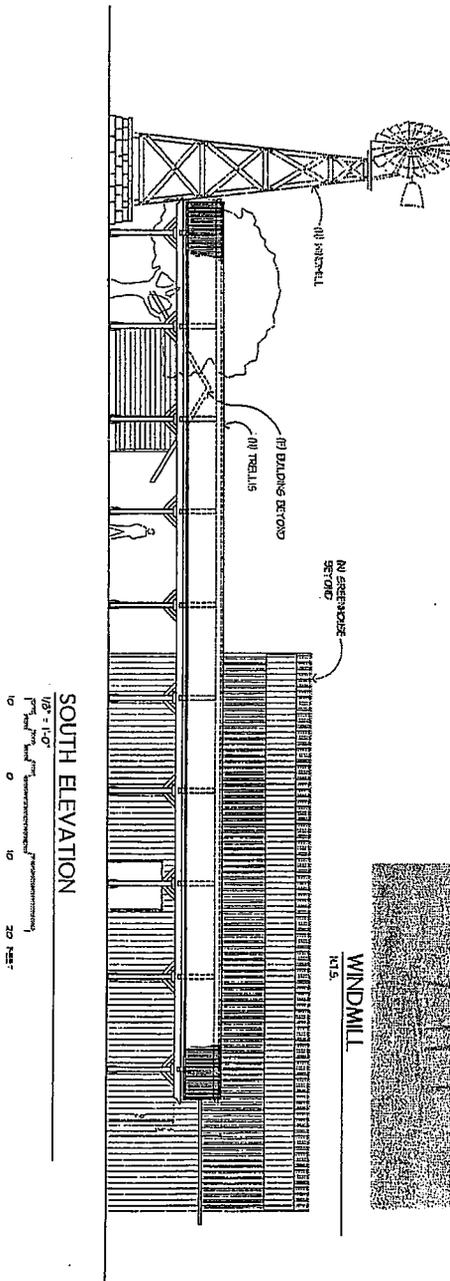
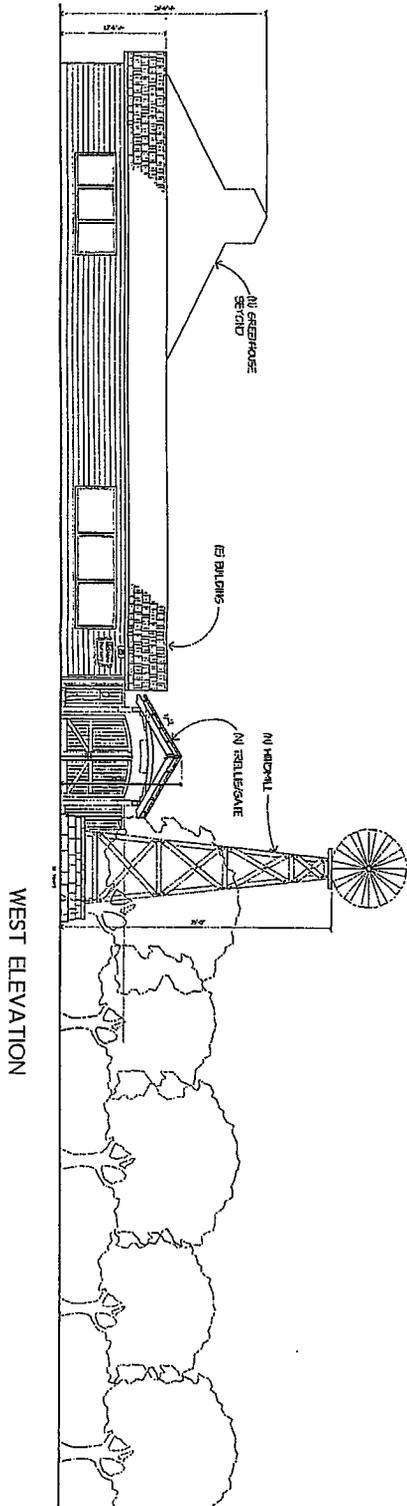
End of Conditions



MONTEREY - SALINAS HIGHWAY
 PROPOSED SITE PLAN

- GENERAL NOTES**
1. EXISTING SHOWS BE ED TO REVISION.
 2. SITE INFORMATION TAKEN FROM 1996/97 AERIAL SURVEY FROM AIRTEL BUREAU DATED JULY 2001.

<p>A12</p>	<p>NEW GREENHOUSE & TRELIS FOR: McSHANE'S NURSERY 115 MONTEREY-SALINAS HIGHWAY SALINAS, CALIFORNIA PROPOSED SITE PLAN</p>	<p>EXHIBIT D</p>		<p>KASAVAN ARCHITECTS 60 W. Market St., Suite 300 Salinas, California 94701 Phone 831-424-2232 Fax 831-424-2232</p>
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WINDMILL
KTS.

NEW GREENHOUSE & TRELLIS FOR
McSHANE'S NURSERY
 115 MCINTIREY - SALINAS HIGHWAY
 SALINAS, CALIFORNIA
 PROPOSED ELEVATIONS

A3.1

DESIGNED BY
 DRAWN BY
 CHECKED BY
 DATE

CONTRACT NO.
 PROJECT NO.



KASAVAN ARCHITECTS
 60 W. Market St., Suite 300 Salinas, California 9
 Phone: 831.474.7333 Fax: 831.474.7333

Attachment I

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**Before the Planning Commission in and for the
County of Monterey, State of California**

In the matter of the application of:

McShane's Nursery and Landscape Supply (PLN090138)

RESOLUTION NO. 12-023

Resolution by the Monterey County Planning
Commission approving a General Development Plan
to:

- 1) clear a code violation (CE070454) for non-permitted special events at the nursery, outdoor sales of Christmas trees in the parking lot and three existing trailers used as offices; 2) allow a produce stand in an existing unoccupied building; and 3) authorize a lightning plan and sign program at McShane's Nursery and Landscape Supply.

[PLN090138, Chapin, 115 Monterey Salinas
Highway, Greater Salinas Plan (APN: 207-131-004-
000 and 207-131-005-000)]

The McShane's Nursery and Landscape Supply application (PLN090138) came on for public hearing before the Monterey County Planning Commission on June 13, 2012. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Planning Commission finds and decides as follows:

FINDINGS

1. **FINDING:** **CONSISTENCY** – The Project, as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.
EVIDENCE:
 - a) During the course of review of this application, the project has been reviewed for consistency with the text, policies, and regulations in:
 - the 2010 Monterey County General Plan; and
 - Monterey County Zoning Ordinance (Title 21).No conflicts were found to exist. No communications were received during the course of review of the project indicating any inconsistencies with the text, policies, and regulations in these documents.
 - b) The property is located at 115 Monterey Salinas Highway, Salinas (Assessor's Parcel Numbers 207-131-004-000 and 207-131-005-000), Greater Salinas Area Plan. The parcel is zoned "F/40" [Farmlands, 40 Acre Minimum]. On November 14, 1984, a Use Permit (Permit No. 3042 [Assessor's Parcel Number 207-131-005-000]) was approved by the Planning Commission. The permit granted the expansion of the existing retail nursery to be established, on the adjacent 1.99 acre parcel, an accessory landscape materials business. This use permit (Permit No. 3042) expired on November 14, 1994. On February 28, 1996, the Planning Commission approved a Use Permit (PC 95110), that

recognized the two legal non-conforming uses under one use permit. On July 27, 2005, the Planning Commission approved a Use Permit (PLN050366) for the continued use of a legal non-conforming use of a Nursery (Graber Gardens) and accessory ornamental landscape materials business (Deco Rock). The Planning Commission approved the use permit with out an expiration date under the condition that: "No additional structures shall be erected, except for the reconstruction of structures that existed at the time that the legal non-conforming use was established upon, Assessor's Parcel Number 207-131-004-000. No permanent structures shall be erected upon the accessory parcel containing the ornamental landscape material business, located on Assessor's Parcel Number 207-131-005-000. On July 12, 2006, the Planning Commission approved PLN060174, an Amendment of a previously approved Use Permit (PLN050366) to allow a 35 foot tall ornamental windmill structure, new 5 foot, 4 inch tall entry gate and 1,872 foot long trellis, 3,024 square foot greenhouse and 200 square foot concrete batch plant.

- c) The General Development Plan (PLN090138) would clear a code violation (CE070454) for non-permitted special events at the nursery, outdoor sales of Christmas trees in the parking lot and three existing trailers used as offices; 2) allow a produce stand in an existing unoccupied building; and 3) authorize a lightning plan and sign program in addition to the existing nursery and ornamental landscape business. In addition, the applicant proposes to have a produce stand in an existing 1,258 square foot building at the front of the site. Fresh produce would be sold with an emphasis on local product coming from the Salinas Valley and surrounding counties and communities. The General Development plan would also authorize a lighting plan and sign program.
- d) According Chapter 21.68 (Legal Nonconforming Uses), no use deemed legal nonconforming shall be "*expanded, enlarged, increase or extended to occupy a greater area than that occupied when the legal nonconforming use was established.*" Chapter 21.68 further states that no such use "may be intensified over the level of use that existed at the time the legal nonconforming use was established." The produce stand is proposed to occupy an existing building that is currently vacant that was previously used as a retail sales area. The special events would be located within the existing outdoor nursery area and, as proposed and conditioned, would not exceed the capacity of the existing parking areas on the site. The Christmas tree sales lot would be located in a portion of the existing parking area at the front of the site. Therefore, the proposed uses allowed under the General Development Plan are not being intensified over the level of use permitted.
- e) The proposed produce stand is consistent with the 2010 General Plan. Policy AG-2.2 of the General Plan encourages the establishment and retention of a broad range of agricultural support businesses and services to enhance the full development potential of the agricultural

industry in the County. General Plan Policy 2.4 encourages siting and designing agricultural-related enterprises to minimize the loss of productive agricultural lands and to minimize impacts on surrounding land uses. General Plan Policy AG-2.7 encourages collaboration with agricultural businesses and organizations to promote a healthy and competitive agricultural industry whose products are recognized as being produced in Monterey County. The proposed produce stand would be located in an existing unoccupied building at the nursery and would not result in the loss of productive agricultural land. The applicant proposes to sell produce with an emphasis on local product from the Salinas Valley and surrounding communities and counties.

- f) The proposed produce stand is consistent with the Zoning Ordinance. Section 21.30.030.M (uses allowed in Farmlands zoning district) allows *“Stands for the sale of agricultural products grown on the premises having no permanent electricity, plumbing or paving.”* The Planning Department has interpreted this section as being able to sell product grown on the subject site or adjacent property. In addition, the applicant has indicated that, historically, fresh produce has been marketed at the site.
- g) The project planner conducted a site inspection on January 5, 2012 to verify that the project on the subject parcel conforms to the plans listed above.
- h) The application was reviewed by the Agricultural Advisory Committee (AAC) on February 23, 2012. At the meeting, the Planning Department asked the AAC for a recommendation on the general development plan to authorize multiple uses at McShane’s Nursery including a produce stand, special events, and a Christmas tree sales lot in addition to the existing nursery and ornamental landscape business. The AAC passed a motion to support the produce stand with no restrictions as to where the produce is sourced; support the seasonal events/mixers, and the Christmas tree sales providing parking mitigations are properly implemented. The motion passed 7-0-4-2.
- i) The application was not reviewed by a Land Use Advisory Committee (LUAC). There is no LUAC for the Greater Salinas Area.
- j) The application, project plans, and related support materials submitted by the project applicant to the Monterey County RMA - Planning Department for the proposed development found in Project File PLN090138.

2. **FINDING:** **SITE SUITABILITY** – The site is physically suitable for the use proposed.

EVIDENCE: a) The project has been reviewed for site suitability by the following departments and agencies: RMA - Planning Department, Monterey County Regional Fire Protection District, Parks Department, RMA-Public Works Department, Environmental Health Bureau, Water Resources Agency, Sheriff’s Office and California Department of Transportation (CalTrans). There has been no indication from these

departments/agencies that the site is not suitable for the proposed development. Conditions recommended have been incorporated.

- b) Staff identified potential impacts to traffic. The following report was prepared: “*McShane’s Nursery Produce Stand Trip Generation and Event Parking Assessment*” dated May 21, 2012 by Hatch Mott MacDonald. The above-mentioned technical report by an outside consultant indicated that there are no physical or environmental constraints that would indicate that the site is not suitable for the use proposed. County staff has independently reviewed this report and concurs with its conclusions.
- c) Staff conducted a site inspection on January 5, 2012 to verify that the site is suitable for this use.
- d) The application, project plans, and related support materials submitted by the project applicant to the Monterey County RMA - Planning Department for the proposed development found in Project File PLN090138.

3. **FINDING:** **HEALTH AND SAFETY** - The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

- EVIDENCE:**
- a) The project was reviewed the following departments and agencies: RMA - Planning Department, Monterey County Regional Fire Protection District, Parks Department, RMA-Public Works Department, Environmental Health Bureau, Water Resources Agency, Sheriff’s Office and California Department of Transportation (CalTrans). The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
 - b) Necessary public facilities are available. A condition of approval requires the installation of portable toilets during special events that exceed 80 attendees.
 - c) Per the RMA-Public Works Department and CalTrans inter-department referral of the traffic report prepared by Hatch Mott MacDonald, it has been determined that no adverse significant traffic or parking impacts would occur.
 - d) Staff conducted a site inspection on January 5, 2012 to verify that the site is suitable for this use.
 - e) Preceding findings and supporting evidence for PLN090138.
 - f) The application, project plans, and related support materials submitted by the project applicant to the Monterey County RMA - Planning Department for the proposed development found in Project File PLN090138.

4. **FINDING:** **NO VIOLATIONS** - The subject property is in not compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. Violations exist on the property. The approval of this permit will correct the violations and bring the property into compliance.
- EVIDENCE:**
- a) Staff reviewed Monterey County RMA - Planning Department and Building Services Department records and is aware of code violations existing on subject property.
 - b) Staff conducted a site inspection on January 5, 2012 and researched County records to assess if any violation exists on the subject property.
 - c) The proposed project corrects existing code violations (CE070454) regarding non-permitted outdoor sales of Christmas trees in the parking lot, special events at the nursery and three existing trailers used as offices. When the General Development Plan (PLN090138) is approved, the subject property will be in compliance with all rules and regulations pertaining to the property and existing violations will be corrected.
 - d) The application, plans and supporting materials submitted by the project applicant to the Monterey County Planning Department for the proposed development are found in Project File PLN090138.

5. **FINDING:** **CEQA (Exempt):** - The project is categorically exempt from environmental review and no unusual circumstances were identified to exist for the proposed project.
- EVIDENCE:**
- a) California Environmental Quality Act (CEQA) Guidelines Section 15301, categorically exempts existing facilities.
 - b) The facility is an existing nursery and landscape supply business. No new structures are proposed.
 - c) No adverse environmental effects were identified during staff review of the development application during a site visit on January 5, 2012.
 - d) None of the exceptions under CEQA Guidelines Section 15300.2 apply to this project. Per the RMA-Public Works Department and CalTrans inter-department referral of the traffic report prepared by Hatch Mott MacDonald, it has been determined that no adverse significant traffic or parking impacts would occur. The traffic report concludes that the produce stand is estimated to generate a net 30 daily trips on the surrounding street system, with 2 trips (1 in, 1 out) during the AM peak hour and 3 trips (1 in, 2 out) during the PM peak hour. This is not considered a significant increase in traffic on the surrounding street system. The report also concludes that the low frequency of the seasonal events would minimize the effects of the additional traffic; therefore, the seasonal events would not affect existing levels of service along Highway 68 or in the vicinity of the site. The project has been conditioned to minimize parking impacts during special events.
 - e) The application, project plans, and related support materials submitted by the project applicant to the Monterey County RMA - Planning

Department for the proposed development found in Project File
PLN090138.

6. **FINDING:** **APPEALABILITY** - The decision on this project may be appealed to the Board of Supervisors
EVIDENCE: Section 21.80.040.D of the Monterey County Zoning Ordinance states that the proposed project is appealable to the Board of Supervisors.

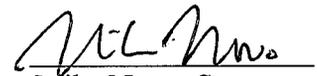
DECISION

NOW, THEREFORE, based on the above findings and evidence, the Planning Commission does hereby

1. Find the project categorically exempt pursuant to Section 15301 of the CEQA Guidelines; and
2. Approve the General Development Plan (PLN090138) to: 1) clear a code violation (CE070454) for non-permitted special events at the nursery, outdoor sales of Christmas trees in the parking lot and three existing trailers used as offices; 2) allow a produce stand in an existing unoccupied building; and 3) authorize a lighting plan and sign program at McShane's Nursery and Landscape Supply, in general conformance with the attached plans and subject to the attached conditions, all being attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 13th day of June, 2012 upon motion of Commissioner Brown, seconded by Commissioner Padilla, by the following vote:

AYES: Brown, Vandever, Getzleman, Roberts, Diehl, Padilla, Hert
NOES: None
ABSENT: Rochester, Salazar, Mendez
ABSTAIN: None


Mike Novo, Secretary

COPY OF THIS DECISION MAILED TO APPLICANT ON **JUN 22 2012**

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS.

IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE

JUL 02 2012

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from the Monterey County Planning Department and Building Services Department office in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

Monterey County Planning Department
Conditions of Approval/Mitigation Monitoring Reporting Plan
PLN090138

1. PD001 - SPECIFIC USES ONLY

Responsible Department: Planning Department

**Condition/Mitigation
Monitoring Measure:**

This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of the RMA - Planning Department. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled.
(RMA - Planning Department)

**Compliance or
Monitoring
Action to be Performed:**

The property owner shall adhere to conditions and uses specified in the permit on an ongoing basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: Planning Department

**Condition/Mitigation
Monitoring Measure:**

The property owner shall record a Permit Approval Notice. This notice shall state:
"A General Development Plan (Resolution Number 12-023) was approved by [the Planning Commission for Assessor's Parcel Numbers 207-131-004-000 and 207-131-005-000 on June 13, 2012. The permit was granted subject to 21 conditions of approval which run with the land. A copy of the permit is on file with the Monterey County RMA - Planning Department." Proof of recordation of this notice shall be furnished to the Director of the RMA - Planning Department prior to issuance of building permits or commencement of the use.
(RMA - Planning Department)

**Compliance or
Monitoring
Action to be Performed:**

Prior to the issuance of grading and building permits or commencement of use, the property owner shall provide proof of recordation of this notice to the RMA - Planning Department.

3. PDSP01 - LEGAL NONCONFORMING USE

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: The legal nonconforming use shall not be expanded, enlarged, increased or extended to occupy a greater area than that occupied at the time that the legal nonconforming use was established. Additionally, the legal nonconforming use may not be intensified over the level of use as established by the granting of the General Development Plan (PLN090138).

Compliance or Monitoring Action to be Performed: Ongoing

4. PDSP02 - PARKING

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: A sign shall be placed and maintained at each gate into McShane's (as shown on the General Development Plan) to discourage parking along Highway 68. The signs shall include the following language: "For your safety, please refrain from parking on Highway 68." The existing parking area located on the adjacent parcel to the south of the site is designated for farmworker parking and shall not be used for McShane's parking.

Compliance or Monitoring Action to be Performed: Ongoing

5. PDSP03 - SEASONAL EVENTS

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: There shall be no more than 10 seasonal events (i.e., events with more than 60 attendees) during the calendar year. The maximum attendance at seasonal events shall be 120 attendees. When the 13-space ("secondary") visitor parking area is closed for use as a Christmas tree sales lot, the maximum attendance at seasonal events shall be limited to 100 attendees. During seasonal events, the following measures shall be taken to discourage off-site parking: 1) employees shall park in the back of the nursery in the spaces as shown on the General Development Plan; 2) additional temporary visitor parking spaces shall be provided at the rear of the site as shown on the General Development Plan; and 3) nursery management shall emphasize to seasonal event attendees that carpooling is important because there are a limited number of parking spaces on the site.

Compliance or Monitoring Action to be Performed: On-going

6. PDSP04 - BANNERS, FLAGS, PENNANTS

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: There shall be no flags, banners, pennants or other attention-getting devices, other than the approved signs as shown on the General Development Plan and flags, banners and pennants located inside of the wrought iron fence at the front of the property.

Compliance or Monitoring Action to be Performed: On an on-going basis, the property owner shall only maintain approved signs as shown on the General Development Plan (PLN090138).

7. PDSP05 - SIGNS

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: The aggregate area of the permanent and temporary signs shall not exceed 300 sq. ft. There shall be no more than 12 temporary signs. The temporary signs mounted on the front of the wrought iron fence facing Highway 68 shall not exceed 16 sq. ft. per sign. The freestanding temporary signs in the landscape strip between the parking lot and the CalTrans right-of-way shall not exceed 8 sq. ft. per sign.

Compliance or Monitoring Action to be Performed: On an on-going basis, the property owner shall maintain only approved signs as shown on the General Development Plan (PLN090138).

8. PD004 - INDEMNIFICATION AGREEMENT

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: The property owner agrees as a condition and in consideration of approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code Section 66474.9, defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The property owner will reimburse the County for any court costs and attorney's fees which the County may be required by a court to pay as a result of such action. The County may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. An agreement to this effect shall be recorded upon demand of County Counsel or concurrent with the issuance of building permits, use of property, filing of the final map, whichever occurs first and as applicable. The County shall promptly notify the property owner of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless. (RMA - Planning Department)

Compliance or Monitoring Action to be Performed: Upon demand of County Counsel or concurrent with the issuance of building permits, use of the property, recording of the final/parcel map, whichever occurs first and as applicable, the property owner shall submit a signed and notarized Indemnification Agreement to the Director of RMA-Planning Department for review and signature by the County.

Proof of recordation of the Indemnification Agreement, as outlined, shall be submitted to the RMA-Planning Department.

9. EHSP01 FOOD PERMITS FOR SPECIAL EVENTS

Responsible Department: Health Department

Condition/Mitigation Monitoring Measure: In the event that food and/or beverages are intended to be served at a special event that is not catered by a caterer with a current health permit from the Environmental Health Division (EHD), the property owner shall apply for a temporary food facility permit from EHD and comply with all conditions of that permit, pursuant to California Health and Safety Code, Division 104, Part 7, Chapter 1 (California Retail Food Code).

Compliance or Monitoring Action to be Performed: This is a Continuous condition. The property owner shall ensure that any caterer serving food and/or beverages at a special event has a current health permit from the Environmental Health Division (EHD).

OR

Obtain a temporary food facility permit from EHD.

10. EHSP02 COMPOSTING OPERATIONS

Responsible Department: Health Department

Condition/Mitigation Monitoring Measure: All composting operations must comply with California Code of Regulations, Title 14, Chapter 3.1 (Composting Operations Regulatory Requirements). In the event McShane's Nursery commences composting operations that meet the thresholds as specified in the regulations above, contact Solid Waste Management Services of the Environmental Health Division to obtain a Composting Permit.

Compliance or Monitoring Action to be Performed: This is a Continuous condition. Contact the Solid Waste Management Service of the Environmental Health Division to obtain a composting permit.

11. EHSP03 HAZARDOUS MATERIALS BUSINESS RESPONSE PLAN

Responsible Department: Health Department

Condition/Mitigation Monitoring Measure: The property owner shall maintain an up-to-date Business Response Plan that meets the standards found in the California Code of Regulations, Title 19, Division 2, Chapter 4 (Hazardous Material Release Reporting, Inventory, and Response Plans) and the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Material Release Response Plans and Inventory).

Compliance or Monitoring Action to be Performed: This is a Continuous condition Submit the signed Business Response Plan - Memorandum of Understanding (form available from EHD) that specifies an approved Business Response Plan must be on file with Hazardous Materials Management Services prior to bringing hazardous materials on site and/or commencement of operation. Once approved, the property owner shall maintain an up-to-date Business Response Plan.

12. EHSP04 ONSITE WASTEWATER TREATMENT SYSTEM REPAIR AREA

Responsible Department: Health Department

Condition/Mitigation Monitoring Measure: Environmental Health has determined that the existing onsite wastewater treatment system (OWTS) serving McShane's Nursery is adequately sized to serve the uses as specified in the General Development Plan. The property owner shall submit an OWTS plan to EHD for review and approval that indicates adequate standby area is available to accommodate future repairs or expansion of the disposal field, pursuant to Monterey County Code, Chapter 15.20.060D and the Central Coast Basin Plan, RWQCB.

Compliance or Monitoring Action to be Performed: Prior to commencement of operation, submit an onsite wastewater treatment system plan that indicates adequate standby area is available to accommodate future repairs or expansion of the disposal field to EHD for review and approval.

13. EHSP05 PORTABLE TOILETS FOR SPECIAL EVENTS

Responsible Department: Health Department

Condition/Mitigation Monitoring Measure: During special events with over eighty (80) attendees pursuant to Monterey County Code Chapter 15.20.050., portable toilets shall be provide at the rate of one (1) portable toilet per forty (40) people, shall be maintained so as not to create a public nuisance and shall be serviced and cleaned by a permitted liquid waste hauler. A hand washing facility must be provided. There can only be ten (10) events per year when portable toilets are utilized to meet the requirements set forth in MCC 15.20.050.

Compliance or Monitoring Action to be Performed: This is a Continuous condition. When event attendance exceeds eighty (80) people, the property owner shall ensure that an adequate number of portable toilets (one [1] portable toilet per forty [40] people) shall be supplied by a liquid waste hauler permitted by the County of Monterey and hand washing facility be provided.

14. EHSP07 PRODUCE STAND

Responsible Department: Health Department

Condition/Mitigation Monitoring Measure: If the produce stand is going to move forward, California Retail Food Code, Chapter 13, Article 1. 114380 Plan review and 114381 Permits, fees and posting require that a site plan be submitted to EHB for review and approval.

Compliance or Monitoring Action to be Performed: Prior to applying for building permit, submit to EHB a site plan and permit application for the produce stand for review and approval.

15. FIRE001 - ROAD ACCESS

Responsible Department: Fire

Condition/Mitigation Monitoring Measure: Access roads shall be required for every building when any portion of the exterior wall of the first story is located more than 150 feet from fire department access. All roads shall be constructed to provide a minimum of two nine-foot traffic lanes with an unobstructed vertical clearance of not less than 15 feet. The roadway surface shall provide unobstructed access to conventional drive vehicles including sedans and fire apparatus and shall be an all-weather surface designed to support the imposed load of fire apparatus (22 tons). Each road shall have an approved name. (Monterey County Regional Fire District)

Compliance or Monitoring Action to be Performed: Prior to issuance of grading and/or building permits, the property owner shall incorporate the specification of the roadway into design and print the text of this condition as Fire Department Notes on plans.

Prior to requesting a final building inspection, the property owner shall complete the installation of roadway improvements and obtain fire department approval the final fire inspection.

16. FIRE008 - GATES

Responsible Department: Fire

Condition/Mitigation Monitoring Measure: All gates providing access from a road to a driveway shall be located at least 30 feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road. Gate entrances shall be at least the width of the traffic lane but in no case less than 12 feet wide. Where a one-way road with a single traffic lane provides access to a gated entrance, a 40-foot turning radius shall be used. Where gates are to be locked, the installation of a key box or other acceptable means for immediate access by emergency equipment may be required. (Monterey County Regional Fire District)

Compliance or Monitoring Action to be Performed: Prior to issuance of grading and/or building permits, the property owner shall incorporate the specification of the entry gate into design and print the text of this condition as "Fire Department Notes" on plans.

Prior to requesting a final building inspection, the property owner shall complete the installation of the entry gate and obtain fire department approval the final fire inspection.

17. FIRE011 - ADDRESSES FOR BUILDINGS

Responsible Department: Fire

Condition/Mitigation Monitoring Measure: All buildings shall be issued an address in accordance with Monterey County Ordinance No. 1241. Each occupancy, except accessory buildings, shall have its own permanently posted address. When multiple occupancies exist within a single building, each individual occupancy shall be separately identified by its own address. Letters, numbers and symbols for addresses shall be a minimum of 4-inch height, 1/2-inch stroke, contrasting with the background color of the sign, and shall be Arabic. The sign and numbers shall be reflective and made of a noncombustible material. Address signs shall be placed at each driveway entrance and at each driveway split. Address signs shall be visible and legible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter. Address signs along one-way roads shall be visible from both directions of travel. Where multiple addresses are required at a single driveway, they shall be mounted on a single sign. Where a roadway provides access solely to a single commercial occupancy, the address sign shall be placed at the nearest road intersection providing access to that site. Permanent address numbers shall be posted prior to requesting final clearance. (Monterey County Regional Fire District)

Compliance or Monitoring Action to be Performed: Prior to issuance of building permit, the applicant or owner shall incorporate specification into design and print the text of this condition as "Fire Dept. Notes" on plans.

Prior to requesting a final building inspection, the applicant or owner shall install the required address signage and shall obtain fire department approval of the fire department final inspection.

18. FIRE026 - ROOF CONSTRUCTION (STANDARD)

Responsible Department: Fire

Condition/Mitigation Monitoring Measure: All new structures, and all existing structures receiving new roofing over 50 percent or more of the existing roof surface within a one-year period, shall require a minimum of ICBO Class B roof construction. (Monterey County Regional Fire District)

Compliance or Monitoring Action to be Performed: Prior to issuance of building permit, the property owner shall print the text of this condition as "Fire Dept. Notes" on construction plans

19. FIRESPO1 - MAXIMUM OCCUPANT LOAD

Responsible Department: Fire

Condition/Mitigation Monitoring Measure: The number of customers in each building and within the fenced area of the premises shall be limited to the maximum occupant load calculated in accordance with Chapter 10 of the California Building Code. Signage stating the maximum occupant load for each given area shall be posted and maintained so as to be clearly visible for compliance during regular business hours and during special events. (Monterey County Regional Fire District)

Compliance or Monitoring Action to be Performed: Prior to clearance of condition, the property owner shall obtain maximum occupant load calculation from the project architect. Maximum occupant load signs shall be posted and maintained at all times.

20. NON-STANDARD CONDITION - EMERGENCY ACCESS KEYBOX

Responsible Department: Fire

Condition/Mitigation Monitoring Measure: FIRE030 - EMERGENCY ACCESS KEYBOX (NON-STANDARD CONDITION)
Emergency access key box ("Knox Box") shall be installed and maintained. The type and location shall be approved by the fire department. The fire department shall be notified when locks are changed so that the emergency access key box can be maintained with current keys. (Monterey County Regional Fire District)

Compliance or Monitoring Action to be Performed: Prior to issuance of the building permit, the property owner shall print the text of this condition as "Fire Department Notes" on the construction plans.

Prior to requesting a final building inspection, the property owner shall install the applicable emergency access device and shall obtain fire department approval of the final fire inspection.

21. NON-STANDARD CONDITION - PORTABLE FIRE EXTINGUISHERS

Responsible Department: Fire

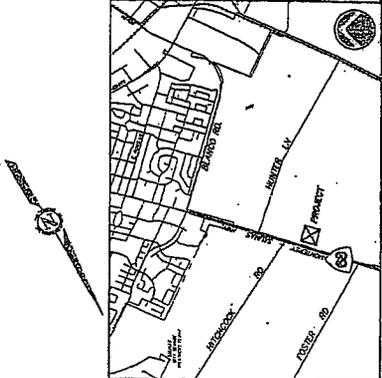
Condition/Mitigation Monitoring Measure: FIRE030 - PORTABLE FIRE EXTINGUISHERS (NON-STANDARD CONDITION)
Portable fire extinguishers shall be installed and maintained in accordance with California Fire Code Chapter 9 and Title 19 California Code of Regulations. (Monterey County Regional Fire District)

Compliance or Monitoring Action to be Performed: Prior to issuance of the building permit, the property owner shall print the text of this condition as "Fire Department Notes" on the construction plans.

Prior to requesting a final building inspection, the property owner shall install the applicable portable fire extinguisher(s) and shall obtain fire department approval of the final fire inspection.

McSHANE'S NURSERY AND LANDSCAPE SUPPLY GENERAL DEVELOPMENT PLAN

The purpose of this General Development Plan is to document the multiple uses that take place at the McShane's Nursery & Landscape Supply property ("McShane's"), the operational procedures and parking, and the physical development (sewerage, landscaping, lighting, signs, etc.). All uses and physical development are either permitted by use permit PLN060174 or are cataloging legal nonconformances to be affirmed by this Plan.



LANDSET ENGINEERS, INC.
1109 CHATEAU HILLS DRIVE, SUITE 100, GARDEN GROVE, CALIFORNIA 92643

McSHANE NURSERY
115 MONTEREY - SALINAS HIGHWAY
COR. STEVE McSHANE

SCALE: 1" = 100'
DATE: 05/15/2012
DRAWN BY: JLD
SHEET: GDP-01
OF: 07

- GENERAL DEVELOPMENT PERMIT APPLICATION PLAN 060174**
- LIST OF DOCUMENTS**
- GDP-01 Overview General Development Application
 - GDP-02 Event and Stalls / Produce Sales
 - GDP-03 Access and Building Identification
 - GDP-04 Signage and Signage
 - GDP-05 Electrical - Wiring and Landscape Trails
 - GDP-06 Landscaping / Site Shrub Layout
 - GDP-07 Sign Plan
 - GDP-08 Temporary Sign Plan
 - GDP-09 Traffic Management Plan

RECEIVED

JUN - 4 - 2012

MONTEREY COUNTY
PLANNING & BUILDING
INSPECTION DEPT.

TRANSPOURCYCLING

Traffic on site is contained in several lanes. The site is designed to accommodate all types of vehicles. The site is designed to accommodate all types of vehicles. The site is designed to accommodate all types of vehicles.

HOURS OF OPERATION

Monday through Friday 8:00 a.m. to 7:00 p.m.
Saturday 8:00 a.m. to 6:00 p.m.
Sunday 8:00 a.m. to 6:00 p.m.

NUMBER OF EMPLOYEES

Employee count on the worksite. The total number of employees is 100. The total number of employees is 100.

LANDSCAPE PLAN

A site plan showing the layout of the site. The site plan shows the layout of the site. The site plan shows the layout of the site.

MATERIALS & COLORES

Materials and colors used in the site. The materials and colors used in the site. The materials and colors used in the site.

IMPROVEMENTS & DEVELOPMENT

Improvements and development planned for the site. The improvements and development planned for the site. The improvements and development planned for the site.

EXTERIOR LIGHTING

Exterior lighting plan for the site. The exterior lighting plan for the site. The exterior lighting plan for the site.

PARKING

Parking plan for the site. The parking plan for the site. The parking plan for the site.

GENERAL DESCRIPTION

General description of the site. The general description of the site. The general description of the site.

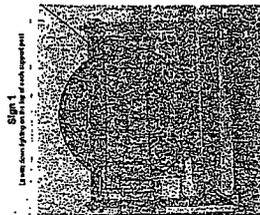
HISTORY

History of the site. The history of the site. The history of the site.

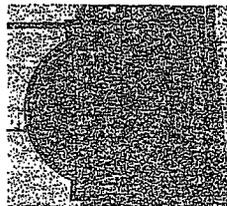
LANDSCAPE PLAN

Landscaping plan for the site. The landscaping plan for the site. The landscaping plan for the site.

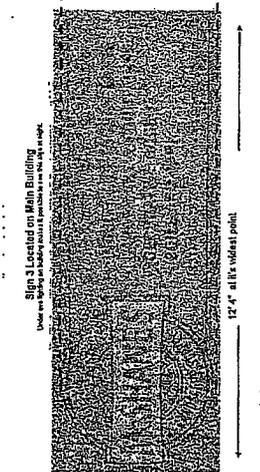
SIGN PROGRAM - PERMANENT SIGNS



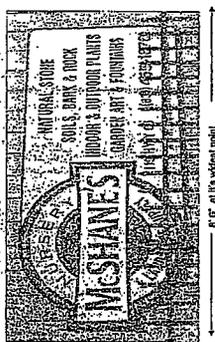
Sign 1
12" x 12" at its highest point



Sign 2
12" x 12" at its highest point



Sign 3 Located on Main Building
12' x 48' at its highest point



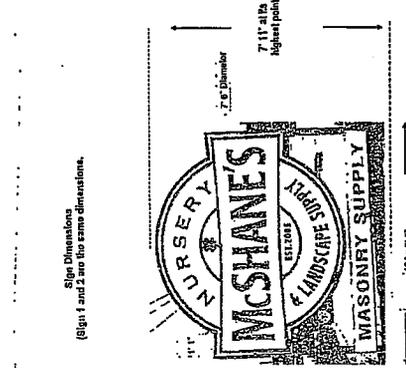
Sign 4 Located on Landscape Supply Trailer
8' x 48' at its highest point

The correct signage at McShane's is not a traditional trademark. These signs are more circular in nature. When calculating actual square footage for all areas of each sign the tables for each are as follows:

SIGN 1 = 61 sq ft
SIGN 2 = 61 sq ft
SIGN 3 = 576 sq ft
SIGN 4 = 39 sq ft

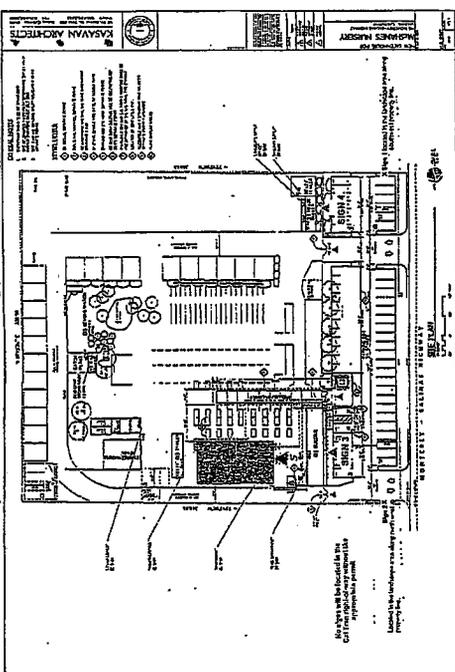
Total aggregate of both permanent and temporary signage shall not exceed a maximum of 500 square feet combined.

Signs 1 and 2 replaced by the previous business signage for the main building and the landscape supply trailer.



Sign Dimensions
(Sign 1 and 2 are the same dimensions.)

SIGN LOCATIONS



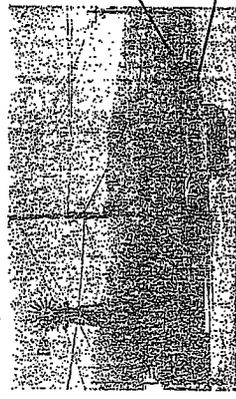
LANDSET
ENGINEERS, INC.
2525 GREAT HORSE CANYON ROAD, BAYVIEW, CALIFORNIA

MCSHANE NURSERY
116 MONTEREY - SALINAS HIGHWAY
FOR MR. STEVE MCSHANE

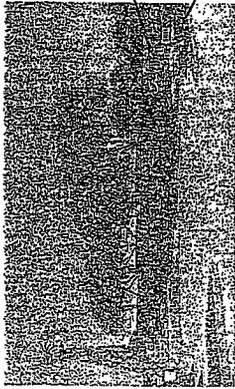
DATE: 12/15/06
DRAWN BY: JMM
JOB NO.: 06-003
SHEET: GDP-07
OF: SHEETS

SIGN PROGRAM - TEMPORARY SIGNAGE

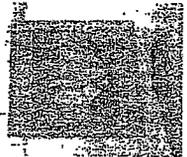
View from center line of Highway 68 taken July 1, 2010.
Two temporary signs visible to motorists driving by.



View from entrance driveway taken July 1, 2010.
One banner and one temporary sign are immediately visible.



48" x 48" 100 weight weather resistant compact



48" x 48" 100 weight weather resistant compact



Temporary aluminum may be attached to weight from fence.

Temporary signs placed in ground placement signs may be placed in landscape areas.



30" x 27" weather resistant sign



30" x 30" weather resistant sign



30" x 72" weather resistant sign

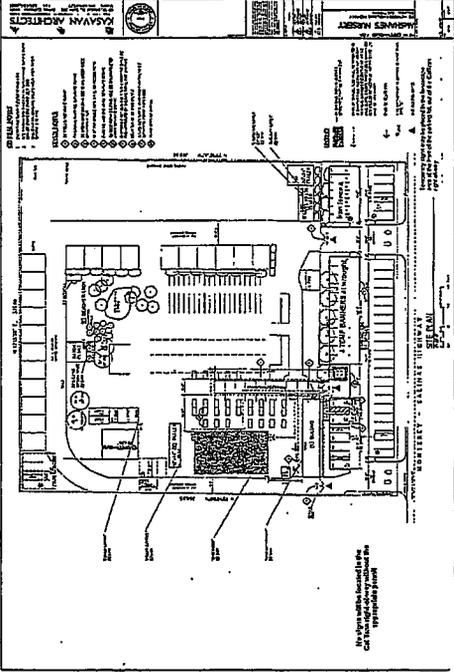


30" x 70" weather resistant sign



30" x 70" weather resistant sign

Temporary signs will be added to the weight from fence and will not extend above the top of the fence. No single temporary sign will exceed 16 sq ft.
Free standing signs may be placed in landscaped areas. No single free standing sign will exceed 8 sq ft.
No temporary signage will be located in the Call Home Right-of-Way.
Total aggregate of both permanent and temporary signage shall not exceed a maximum of 300 square feet combined.



LANDSET
ENGINEERS, INC.
2808 GRAY HORSE CANYON ROAD, SUITE 200, CALVERAS

MOSHANE NURSERY
115 MONTEREY - SALINAS HIGHWAY
MR. STEVE MOSHANE

SCALE: 1" = 30'
DATE: 5/11/2010
SHEET: GDP-08
OF: SHEETS

KASAVAN ARCHITECTS
 60 W. MARKET ST. SUITE 300
 SAN JOSE, CALIFORNIA 95101
 VOICE 415.424.2232 FAX 415.424.2501



MSSHANES NURSERY
 NEW GREENHOUSE FOR
 THE MONTEREY - SALINAS HIGHWAY
 SALINAS, CALIFORNIA

PROJECT NO. 090
 DATE: 08/01/00
 DRAWN: J. CASAVAN
 CHECKED: J. CASAVAN

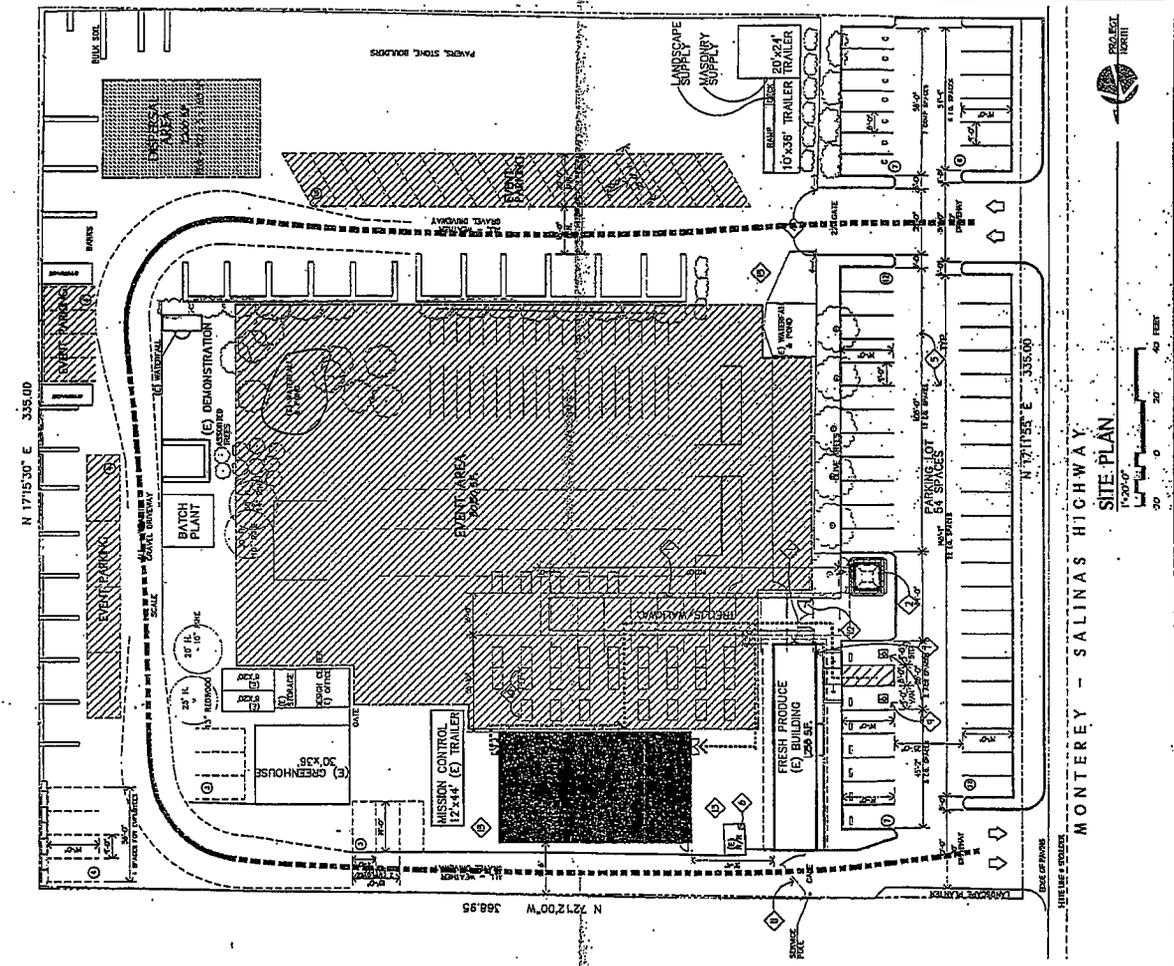
- GENERAL NOTES**
- EVERYTHING SHOWN IS TO REMAIN UNLESS NOTED OTHERWISE.
 - THE INFORMATION TAKEN FROM THE OPERATING SURVEY FROM THE NATIONAL BUREAU OF SURVEYING DATED JULY, 2001.
 - NO PART OF THIS PLAN SHALL BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF KASAVAN ARCHITECTS. ANY REVISIONS TO THIS PLAN SHALL BE IN WRITING AND SHALL BE APPROVED BY THE ARCHITECT.
 - ALL NOTES FOR ARCHITECTS AND ENGINEERS SHALL BE FOR THE USE OF THE ARCHITECTS AND ENGINEERS ONLY. ANY REVISIONS TO THIS PLAN SHALL BE IN WRITING AND SHALL BE APPROVED BY THE ARCHITECT.
 - SEWAGE INCLUDING THE FOLLOWING SHALL BE TREATED AT THE MSSHANES NURSERY. PLEASE RECONSTRUCT PARADES OR REPAIRS TO THE EXISTING PARADES.

- KEYED NOTES**
- TRUSS
 - FUNCTIONAL MATERIAL
 - GREENHOUSE BUILDING
 - 22'-0" CLEARANCE GATE, BY CARD ACCESS, REMAINS IN OPEN POSITION DURING BUSINESS OPERATIONS AND EVENTS.
 - PARKING AND SITE WORK
 - RESTROOM BUILDING
 - EMERGENCY EXIT DOOR, LOCATION & MARKINGS SHALL BE PRE-APPROVED BY SALINAS FIRE DISTRICT.
 - LOCATION OF 70 BENTLEY, V.P.
 - ACCESSIBLE (VAN) 4 STIMONARD PARKING
 - PLANT DISPLAY TABLES
 - BY THE GATE, DISPLAY TABLES LOCATED IN THE OPEN POSITION DURING BUSINESS OPERATIONS AND EVENTS.
 - BY THE GATE, DISPLAY TABLES LOCATED IN THE OPEN POSITION DURING BUSINESS OPERATIONS AND EVENTS.
 - TRUCK RESTROOM FACILITIES LOCATION DURING EVENTS EXCEEDING 90 PEOPLE

LEGEND

- AS PER THE ARCHITECT'S INTENT, THIS STRUCTURE IS PART OF THIS PROJECT
- PART OF TRAVEL, 120 MAX. AS INDICATED BY A NUMBER, FREE ACCESS TO ANY ADJACENT AREAS SHALL BE MAINTAINED AT ALL TIMES. MAX. CLEARANCE SHALL BE MAINTAINED AT ALL TIMES. MAX. CLEARANCE SHALL BE MAINTAINED AT ALL TIMES.
- FREE ACCESS LANE - 12 FEET MIN. WIDTH

LOCAL FIRE AUTHORITY REVIEW
 LOCAL FIRE AGENCIES TO REVIEW THIS PLAN AND PROVIDE COMMENTS AND APPROVAL.
 ACCESS, EGRESS AND LIFE SAFETY
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 - LOCATION OF 70 BENTLEY, V.P.
 - ACCESSIBLE (VAN) 4 STIMONARD PARKING
 - PLANT DISPLAY TABLES
 - BY THE GATE, DISPLAY TABLES LOCATED IN THE OPEN POSITION DURING BUSINESS OPERATIONS AND EVENTS.
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 - TRUCK RESTROOM FACILITIES LOCATION DURING EVENTS EXCEEDING 90 PEOPLE

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- FREE ACCESS LANE - 12 FEET MIN. WIDTH

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 LOCAL FIRE AGENCIES TO REVIEW THIS PLAN AND PROVIDE COMMENTS AND APPROVAL.
 ACCESS, EGRESS AND LIFE SAFETY
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 ACCESS, EGRESS AND LIFE SAFETY

MONTEREY - SALINAS HIGHWAY
SITE PLAN
 1/2" = 1'-0"
 1/4" = 1'-0"
 0 20 40 FEET

AREA & PARKING SUMMARY

AREA	AREA	AREA	AREA
EXISTING	2200	2200	2200
NEW	1200	1200	1200
TOTAL	3400	3400	3400
EXISTING	1200	1200	1200
NEW	1200	1200	1200
TOTAL	2400	2400	2400



Monterey County

Item No.28

Board Report

Board of Supervisors
Chambers

168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: A 20-519

January 12, 2021

Introduced: 12/7/2020

Current Status: Natividad Medical Center -
Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-14083) with Health Management Associates, Inc. for consulting services associated with patient alignment, county ambulatory clinics and health plan member access for Natividad, extending the agreement an additional one (1) year period (January 2, 2021 through January 1, 2022) for a revised full agreement term of January 2, 2017 through January 1, 2022, with no increase to the total agreement amount of \$380,000.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-14083) with Health Management Associates, Inc. for consulting services associated with patient alignment, county ambulatory clinics and health plan member access for Natividad, extending the agreement an additional one (1) year period (January 2, 2021 through January 1, 2022) for a revised full agreement term of January 2, 2017 through January 1, 2022, with no increase to the total agreement amount of \$380,000.

SUMMARY/DISCUSSION:

Health Management Associates, Inc. (HMA) is a consulting firm experienced in feasibility studies and program development with a deep knowledge of county hospital system operations and network development. HMA will work with Natividad and Health Department leadership to assist in improving operational and clinical alignment of the Monterey County health portfolio.

HMA will continue to provide guidance regarding; unified planning, strategic partnership development and opportunities for achieving shared operational efficiencies via this amendment. Specific operational improvements will focus on improving appointment access, patient communication, and quality improvement.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this amendment No. 5 as to legal form, and the Auditor-Controller has reviewed and approved as to payment provisions. The amendment No. 5 has

also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on November 13, 2020.

FINANCING:

There is no increase to the total agreement amount with this amendment. \$25,000 is included in the Fiscal Year 2020-21 Adopted Budget for this agreement. Amounts for remaining years of the agreement will be included in those budgets as appropriate.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This agreement is for financial consulting services to explore and implement various approaches to providing healthcare benefits and network designs to lower costs and to direct care to specific provider systems, the outcome of which will contribute to a more efficient use of resources within the organization.

- Economic Development
- Administration
- Health and Human Services
- Infrastructure
- Public Safety

Prepared by: Daniel Leon, Chief Financial Officer, 783-2551

Approved by: Gary R. Gray, DO, Chief Executive Officer, 783-2553

Attachments:

- Health Management Associates Amendment 4
- Health Management Associates Amendment 3
- Health Management Associates Amendment 2
- Health Management Associates Amendment 1
- Health Management Associates Agreement

Attachments on file with the Clerk of the Board



Monterey County

Item No.

Board Report

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

Legistar File Number: A 20-519

January 12, 2021

Introduced: 12/7/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

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This agreement is for financial consulting services to explore and implement various approaches to providing healthcare benefits and network designs to lower costs and to direct care to specific provider systems, the outcome of which will contribute to a more efficient use of resources within the organization.

- Economic Development
- Administration
- Health and Human Services
- Infrastructure
- Public Safety

Prepared by: Daniel Leon, Chief Financial Officer, 783-2551
Approved by: Gary R. Gray, DO, Chief Executive Officer, 783-2553

- Attachments:
- Health Management Associates Amendment 4
 - Health Management Associates Amendment 3
 - Health Management Associates Amendment 2
 - Health Management Associates Amendment 1
 - Health Management Associates Agreement

Attachments on file with the Clerk of the Board

Dr. Gary R. Gray
Dr. Gary R. Gray, Chief Executive Officer

12/21/20
Date

**AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN HEALTH MANAGEMENT ASSOCIATES, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
CONSULTING SERVICES ON PATIENT ALIGNMENT, COUNTY AMBULATORY CLINICS,
HEALTH PLAN MEMBER ACCESS**

This Amendment No. 5 to the Services Agreement (“Agreement”) which was effective on January 2, 2017 is entered into by and between the County of Monterey (hereinafter “County”), on behalf of Natividad Medical Center (hereinafter “NMC”), and **Health Management Associates, Inc.** (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Health Management Associates, Inc. entered into an Agreement for consulting services pertaining to patient alignment and Monterey County ambulatory clinics, with a term January 2, 2017 through January 1, 2018 and a total Agreement amount not to exceed \$45,000; and

WHEREAS, the Parties amended the Agreement on January 31, 2018 via Amendment No. 1 to extend the term for an additional one year period through January 1, 2019 to allow for services to continue with additional consulting services and an increase of \$55,000 to cover the added services for a revised total Agreement amount of \$100,000; and

WHEREAS, the Parties amended the Agreement on August 28, 2018 via Amendment No. 2 to add additional consulting services and an additional \$50,000 to cover the added services for a revised total agreement amount of \$150,000, with no extension to the term; and

WHEREAS, the Parties amended the Agreement on December 11, 2018 via Amendment No. 3 to extend the term for an additional one (1) year period through January 1, 2020 with additional services added and an additional \$230,000 to cover the added services and extended term, for a revised total Agreement amount not to exceed \$380,000; and

WHEREAS, the Parties amended the Agreement on December 18, 2019 to extend the term for an additional one (1) year period through January 1, 2021 with no change to the original scope of work or total agreement amount; and

WHEREAS, the Parties currently wish to amend the Agreement to extend the term for an additional one (1) year period (January 2, 2021 through January 1, 2022) for a revised term agreement of January 2, 2017 through January 1, 2022, with no change to the original scope of work or increase to the total agreement amount of \$380,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the original Agreement and in Amendment No 1, Amendment No. 2, Amendment No. 3 and in Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled "TERM OF AGREEMENT", first sentence shall be amended to the following:
"The term of this Agreement is from January 2, 2017 through January 1, 2022 unless sooner terminated pursuant to the terms of this Agreement."
2. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the original Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3 and in Amendment No. 4.
3. A copy of this Amendment No. 5 shall be attached to the Original Agreement.
4. This Amendment No. 5 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 5 on the basis set forth in this document and have executed this Amendment No. 5 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Anne Brereton
Monterey County Deputy County Counsel

Date: 11/20/2020

APPROVED AS TO FISCAL PROVISIONS

By: gary k giboney
Monterey County Deputy Auditor/Controller

Date: 11-30-2020

CONTRACTOR

Health Management Associates

CONTRACTOR's Business Name
See instructions below

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

Kelly Johnson, Chief Administrative Officer
Name and Title

Date: 10/28/2020

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

Bruce Gould, Chief Financial Officer
Name and Title

Date: 10-30-2020

Instructions

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

If **CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If **CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).



Monterey County Board of Supervisors

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

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No. A-14083, Amendment No. 4

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 4 to the agreement (A-14083) with Health Management Associates, Inc. for consulting services associated with patient alignment and Monterey County ambulatory clinics for Natividad, extending the agreement an additional one (1) year period (January 2, 2020 through January 1, 2021) for a revised full agreement term of January 2, 2017 through January 1, 2021, with no increase to the total agreement amount of \$380,000.

PASSED AND ADOPTED on this 10th day of December 2019, by the following vote, to wit:

- AYES: Supervisors Alejo, Lopez, Phillips, Parker and Adams
- NOES: None
- ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 10, 2019.

Dated: December 17, 2019
File ID: A 19-423
Agenda Item No.: 40

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


Julian Lorenzana, Deputy

**AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN HEALTH MANAGEMENT ASSOCIATES, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
CONSULTING SERVICES ON PATIENT ALIGNMENT, COUNTY AMBULATORY CLINICS,
HEALTH PLAN MEMBER ACCESS**

This Amendment No. 4 to the Services Agreement (“Agreement”) which was effective on January 2, 2017 is entered into by and between the County of Monterey (hereinafter “County”), on behalf of Natividad Medical Center (hereinafter “NMC”), and **Health Management Associates, Inc.** (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Health Management Associates, Inc. entered into an Agreement for consulting services pertaining to patient alignment and Monterey County ambulatory clinics, with a term January 2, 2017 through January 1, 2018 and a total Agreement amount not to exceed \$45,000; and

WHEREAS, the Parties amended the Agreement on January 31, 2018 via Amendment No. 1 to extend the term for an additional one year period through January 1, 2019 to allow for services to continue with additional consulting services and an increase of \$55,000 to cover the added services for a revised total Agreement amount of \$100,000; and

WHEREAS, the Parties amended the Agreement on August 28, 2018 via Amendment No. 2 to add additional consulting services and an additional \$50,000 to cover the added services for a revised total agreement amount of \$150,000, with no extension to the term; and

WHEREAS, the Parties amended the Agreement on December 11, 2018 via Amendment No. 3 to extend the term for an additional one (1) year period through January 1, 2020 with additional services added and an additional \$230,000 to cover the added services and extended term, for a revised total Agreement amount not to exceed \$380,000.

WHEREAS, the Parties currently wish to amend the Agreement to extend the term for an additional one (1) year period through January 1, 2021 with no change to the original scope of work or total agreement amount.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the original Agreement and in Amendment No 1, Amendment No. 2 and in Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1.Paragraph titled “TERM OF AGREEMENT”, first sentence shall be amended to the following:
“The term of this Agreement is from January 2, 2017 through January 1, 2021 unless sooner terminated pursuant to the terms of this Agreement.”

2. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the original Agreement and in Amendment No. 1, Amendment No. 2 and in Amendment No 3.
2. A copy of this Amendment No. 4 shall be attached to the Original Agreement.
3. This Amendment No. 4 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DC, CEO
Date: 12/8/19

APPROVED AS TO LEGAL PROVISIONS

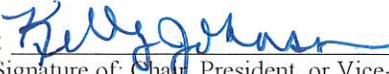
By: 
Monterey County Deputy County Counsel
Date: 11/19/19

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller
Date: 11/19/19

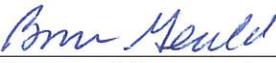
CONTRACTOR

Health Management Associates
CONTRACTOR's Business Name
See instructions below

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

Kelly Johnson, Vice President
Name and Title

Date: 11/4/2019

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

Bruce Gould, VP / CFO / Secretary
Name and Title

Date: Nov. 5, 2019

*****Instructions*****

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

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-14083, Third Amendment

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

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment no. 3 to the agreement (A-14083) with Health Management Associates, Inc. for consulting services on patient alignment and Monterey County ambulatory clinics for Natividad, extending the agreement an additional one (1) year period (January 2, 2019 through January 1, 2020) for a revised full agreement term of January 2, 2017 through January 1, 2020, and adding \$230,000 for a revised total agreement amount not to exceed \$380,000.

PASSED AND ADOPTED on this 11th day of December 2018, by the following vote, to wit:

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

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting December 11, 2018.

Dated: December 12, 2018
File ID: A 18-475

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

Joel G. Pablo, Deputy

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN HEALTH MANAGEMENT ASSOCIATES, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
CONSULTING SERVICES ON PATIENT ALIGNMENT AND MONTEREY COUNTY
AMBULATORY CLINICS**

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on January 2, 2017 is entered into by and between the County of Monterey (hereinafter "COUNTY"), on behalf of Natividad Medical Center (hereinafter "NMC"), and **Health Management Associates, Inc.** (hereinafter "CONTRACTOR"). Collectively, COUNTY, NMC and CONTRACTOR are referred to as the "Parties", with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Health Management Associates, Inc. entered into an Agreement for consulting services on patient alignment and Monterey County ambulatory clinics with a term January 2, 2017 through January 1, 2018 and a total Agreement amount not to exceed \$45,000; and

WHEREAS, the Parties amended the Agreement on January 31, 2018 via Amendment No. 1 to extend the term for an additional one year period through January 1, 2019 to allow for services to continue with revisions to the original Scope of Services attached to Amendment No. 1 as "Exhibit A-1 per Amendment No. 1" and with a \$55,000 increase, thereby increasing the total Agreement amount to \$100,000; and

WHEREAS, the Parties amended the Agreement on August 28, 2018 via Amendment No. 2 to add additional services as per the revised Scope of Services attached to Amendment No. 2 as "Exhibit A-2 per Amendment No. 2" and with an increase of \$50,000 with no extension to the term, thereby increasing the total Agreement amount to \$150,000; and

WHEREAS, the Parties currently wish to amend the Agreement to extend the term for an additional one (1) year period through January 1, 2020 for a revised full Agreement term of January 2, 2017 through January 1, 2020 with additional services added to the Scope of Services attached hereto as "Exhibit A-3 per Amendment No. 3" and to add an additional \$230,000 for a revised total Agreement amount not to exceed \$380,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the original Agreement and in Amendment No 1 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. **Paragraph titled, "PAYMENTS BY NMC" shall be amended by removing:**

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-2 as per Amendment No. 2 attached hereto this Amendment No. 2, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$150,000."

and replacing it with:

“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-3 as per Amendment No. 3 attached hereto this Amendment No. 3, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$380,000.”

2. **Paragraph titled, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS” shall be amended by removing the following:**

“the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A-2: Revised Scope of Services/Payment Provisions as per Amendment No. 2
Exhibit B: Business Associate Agreement”

and replacing it with:

“the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A-3: Revised Scope of Services/Payment Provisions as per Amendment No. 3
Exhibit B: Business Associate Agreement”

3. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the original Agreement and in Amendment No. 1 and Amendment No. 2.
4. A copy of this Amendment No. 3 shall be attached to the original Agreement.
5. This Amendment No. 3 shall be effective when signed by both parties.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: [Signature]
for Gary R. Gray, DO, CEO
Date: 12-11-18

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel
ABretan
Name
Date: 11-26-18

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor-Controller
Garry K. Giboney
Name
Date: 11-22-18

CONTRACTOR

Health Management Associates, Inc.

CONTRACTOR's Business Name

*Signature instructions below

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

Kelly Johnson, Vice President
Name and Title

Date: 11/12/2018

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

Bruce Gould, VP/CEO/Secretary
Name and Title

Date: 11/13/2018

***Signature Instructions:**

If CONTRACTOR is a corporation: including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (2 signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (2 signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (1 signature required).

**To Agreement by and between
NATIVIDAD MEDICAL CENTER
and
HEALTH MANAGEMENT ASSOCIATES, INC.
("CONTRACTOR")**

EXHIBIT A-3 Revised Scope of Services/Payment Provisions

Health Management Associates, Inc. is a consulting firm experienced in feasibility studies and program development with a deep knowledge of county hospital system operations, network development and health plan member access, commercial product benefits designs, and the California health plan regulatory structure across all domains of publicly funded health care.

I. Description of Services to be Rendered by CONTRACTOR (*January 2, 2017 – June 30, 2017*):

- CONTRACTOR shall explore various approaches to providing healthcare benefits that would encourage the use of the medical center by county employees.
- CONTRACTOR shall review programs that other counties, both within California and nationally, have in place with regard to benefits and network designs to lower costs and to direct care into specific provider systems.
- CONTRACTOR shall contact Ventura County and Santa Clara County administrators to gain greater insight into those county-run health plans.
- CONTRACTOR shall also explore other California counties for benefit design opportunities.
- CONTRACTOR shall use its national consulting network to review programs in other states for applicability to Monterey County.
- CONTRACTOR shall summarize these findings in a report for Natividad Medical Center leadership.
- CONTRACTOR shall work with the actuarial firm engaged by the County to evaluate current benefits, reviewing insurance carrier eligibility, cost, and utilization reports for:
 - Cost and utilization trends
 - Network utilization trends
- CONTRACTOR shall evaluate the provider network within the current benefit offering to identify network design opportunities to redirect care into the medical center.
- CONTRACTOR shall identify barriers (geographic, reputational, etc.) to county employee use of County medical center facilities.

- CONTRACTOR shall develop cost-efficient benefit and network design proposals designed to incorporate, to the greatest extent possible, direct care into the medical center.
- Staffing arrangements for this project is as follows:
 - Michael Engelhard (*Managing Principal*) will serve as the HMA project manager
 - Primary staff: Jonathan Freedman (*Managing Principal*), Tom Murar (*Principal*), Joanne Kauffman (*Research Assistant*)
 - Additional HMA staff will provide services as appropriate.

II. Description of Services to be Rendered by CONTRACTOR (*January 1, 2018 – January 1, 2019*):

- CONTRACTOR shall provide assistance in improving the financial and operational alignment between Natividad, other parts of the Monterey County health portfolio, private providers, and the Central California Alliance for Health, Medi-Cal managed care, plan/provider issues, payment reform, and quality issues.
- CONTRACTOR shall provide assistance on how Natividad and Monterey County can mitigate the negative impact of changes to the ACA and Medicaid financing linked to the managed care rule (i.e. supplemental payments, hospital financing), and anticipated Congressional action.
- CONTRACTOR shall provide assistance in improving alignment of the Drug Medi-Cal Organized Delivery System, Whole Person Care, Health Homes, and other initiatives focused on high-need clients in the County.
- Most of the contracted work will take place through meetings and conference calls with Natividad and may also include drafting or editing written products for designated audiences on the topics mentioned above.
- Staffing arrangements for this project is as follows:
 - Jonathan Freedman (*Managing Principal*) will serve as the HMA project manager and will be the primary staff.
 - Additional HMA staff will provide services as appropriate.

III. Description of Services to be Rendered by CONTRACTOR (*February 1, 2018 – January 1, 2019*):

- CONTRACTOR shall provide financial analysis of Natividad and Monterey County ambulatory clinics.
- Most of the contracted work will take place through meetings and conference calls with Natividad and may also include drafting or editing written products for designated audiences on the topics mentioned above.
- Staffing arrangements for this project is as follows:
 - Jonathan Freedman (*Managing Principal*) will serve as the HMA project manager and will be the primary staff.

- Additional HMA staff will provide services as appropriate.

IV. Description of Services to be Rendered by CONTRACTOR (January 2, 2019 – January 1, 2020):

- CONTRACTOR shall provide management support which consists of development of work plans, meeting facilitation, and problem-solving on activities to improve patient care alignment between Natividad and Monterey County ambulatory clinics.
- Most of the contracted work will take place through presence of an HMA consultant on-site at Natividad and Monterey County ambulatory clinics.
 - On-site support is estimated to be two (2) days per week over the first five (5) months, and over remaining months as mutually determined.
- Staffing arrangements for this project will be determined by HMA, subject to Natividad approval.

V. Payment Provisions:

- CONTRACTOR's compensation for services rendered shall be based on the pricing/fee schedule in section IV attached hereto.
- 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.
- CONTRACTOR shall provide services described above on a time-and-materials basis.
- CONTRACTOR shall submit invoices monthly for services provided in the previous month.
- Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
- County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the *Monterey County Travel and Business Expense Reimbursement Policy*. A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and the date expended; receipt for all travel expenses, excluding meals, shall be provided.

VI. Pricing/Fees:

- *Estimated costs for this Agreement shall not exceed \$380,000.*
- Should additional work be required that would cause additional fees to be incurred, CONTRACTOR will provide a written SOW and cost estimate for this additional work to Natividad for its approval ensuring that project fees will not be incurred beyond this amount without Natividad’s prior approval.

HMA Project Estimate	
Description	Amount
Employee health benefits analysis	\$12,000
Health reform discussion (Ad Hoc Committee presentation)	\$3,000
Patient Alignment Project: scoping sessions, market assessment, and site visit (Clinical and Non-clinical)	\$341,000
Financial analysis (FQHCs)	\$24,000
TOTAL	\$380,000

HMA Hourly Rates		
Title	Professional Hourly Rate	Travel Time Rate
Physician Principal	\$485	\$247
Managing Principal	\$415	\$217
Principal	\$390	\$205
Senior Consultant	\$335	\$175
Consultant	\$225	\$117
Research Assistant	\$185	\$92
Clerical and Other Staff Support	\$95	N/A



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-14083, Amendment No. 2

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

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment no. 2 to the agreement with Health Management Associates, Inc. for consulting services on patient alignment and Monterey County ambulatory clinics for Natividad, adding \$50,000 for a revised total agreement amount not to exceed \$150,000 and with no change to the agreement term of January 2, 2017 through January 1, 2019.

PASSED AND ADOPTED on this 28th day of August 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting August 28, 2018.

Dated: August 28, 2018
File ID: A 18-366

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

Joel G. Pablo, Deputy

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN HEALTH MANAGEMENT ASSOCIATES, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
FINANCIAL ANALYSIS OF HEALTHCARE BENEFITS, PATIENT ALIGNMENT, AND
AMBULATORY CLINICS**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on January 2, 2017 is entered into by and between the County of Monterey (hereinafter “COUNTY”), on behalf of Natividad Medical Center (hereinafter “NMC”), and **Health Management Associates, Inc.** (hereinafter “CONTRACTOR”). Collectively, COUNTY, NMC and CONTRACTOR are referred to as the “Parties”, with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Health Management Associates, Inc. entered into an Agreement for financial analysis of employee healthcare benefits, patient alignment, and Monterey County ambulatory clinics with a term January 2, 2017 through January 1, 2018 and a total Agreement amount not to exceed \$45,000; and

WHEREAS, the Parties amended the Agreement on January 31, 2018 via Amendment No. 1 to extend the term for an additional one year period through January 1, 2019 to allow for services to continue with revisions to the original Scope of Services attached to Amendment No. 1 as “Exhibit A-1 per Amendment No. 1” and with a \$55,000 increase, thereby increasing the total Agreement amount to \$100,000; and

WHEREAS, the Parties currently wish to amend the Agreement to add additional services as per the revised Scope of Services attached hereto as “Exhibit A-2 per Amendment No. 2” and to add an additional \$50,000 for the added services with no changes to the Agreement term of January 2, 2017 through January 1, 2019 for a revised total Agreement amount not to exceed \$150,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the original Agreement and in Amendment No 1 incorporated herein by this reference, except as specifically set forth below.

1. **Paragraph titled, “PAYMENTS BY NMC” shall be amended by removing:**

“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000.”

and replacing it with:

“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-2 as per Amendment No. 2 attached hereto this Amendment No. 2, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$150,000.”

2. Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended by removing the following:

"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No. 1"

and replacing it with:

"the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

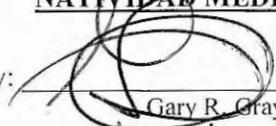
Exhibit A-2: Revised Scope of Services/Payment Provisions as per Amendment No. 2

Exhibit B: Business Associate Agreement"

3. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the original Agreement and in Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the original Agreement.
5. This Amendment No. 2 shall be effective on February 1, 2018.

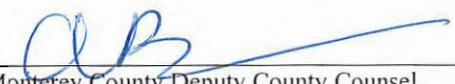
IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By:  _____
Gary R. Gray, DO, CEO

Date: 8/28/18

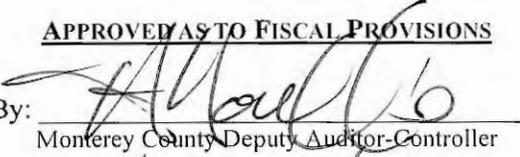
APPROVED AS TO LEGAL PROVISIONS

By:  _____
Monterey County Deputy County Counsel

Al Bereton
Name

Date: July 20, 2018

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Monterey County Deputy Auditor-Controller

Harvey Howells
Name

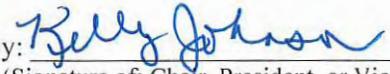
Date: 7/23/18

CONTRACTOR

Health Management Associates, Inc.

CONTRACTOR's Business Name

**Signature instructions below*

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

Kelly Johnson, Vice President
Name and Title

Date: 7/9/2018

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

Bruce Gould, VP/CFO
Name and Title

Date: 7-11-2018

***Signature Instructions:**

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (2 signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (2 signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (1 signature required).

**To Agreement by and between
NATIVIDAD MEDICAL CENTER
and
HEALTH MANAGEMENT ASSOCIATES, INC.
("CONTRACTOR")**

EXHIBIT A-2 Revised Scope of Services/Payment Provisions

Health Management Associates, Inc. is a consulting firm experienced in feasibility studies and program development with a deep knowledge of county hospital system operations, network development and health plan member access, commercial product benefits designs, and the California health plan regulatory structure across all domains of publicly funded health care.

I. Description of Services to be Rendered by CONTRACTOR (January 2, 2017 – June 30, 2017):

- CONTRACTOR shall explore various approaches to providing healthcare benefits that would encourage the use of the medical center by county employees.
- CONTRACTOR shall review programs that other counties, both within California and nationally, have in place with regard to benefits and network designs to lower costs and to direct care into specific provider systems.
- CONTRACTOR shall contact Ventura County and Santa Clara County administrators to gain greater insight into those county-run health plans.
- CONTRACTOR shall also explore other California counties for benefit design opportunities.
- CONTRACTOR shall use its national consulting network to review programs in other states for applicability to Monterey County.
- CONTRACTOR shall summarize these findings in a report for Natividad Medical Center leadership.
- CONTRACTOR shall work with the actuarial firm engaged by the County to evaluate current benefits, reviewing insurance carrier eligibility, cost, and utilization reports for:
 - Cost and utilization trends
 - Network utilization trends
- CONTRACTOR shall evaluate the provider network within the current benefit offering to identify network design opportunities to redirect care into the medical center.
- CONTRACTOR shall identify barriers (geographic, reputational, etc.) to county employee use of County medical center facilities.

- CONTRACTOR shall develop cost-efficient benefit and network design proposals designed to incorporate, to the greatest extent possible, direct care into the medical center.
- Staffing arrangements for this project is as follows:
 - Michael Engelhard (*Managing Principal*) will serve as the HMA project manager
 - Primary staff: Jonathan Freedman (*Managing Principal*), Tom Murar (*Principal*), Joanne Kauffman (*Research Assistant*)
 - Additional HMA staff will provide services as appropriate.

II. Description of Services to be Rendered by CONTRACTOR (January 1, 2018 – January 1, 2019):

- CONTRACTOR shall provide assistance in improving the financial and operational alignment between Natividad, other parts of the Monterey County health portfolio, private providers, and the Central California Alliance for Health, Medi-Cal managed care, plan/provider issues, payment reform, and quality issues.
- CONTRACTOR shall provide assistance on how Natividad and Monterey County can mitigate the negative impact of changes to the ACA and Medicaid financing linked to the managed care rule (i.e. supplemental payments, hospital financing), and anticipated Congressional action.
- CONTRACTOR shall provide assistance in improving alignment of the Drug Medi-Cal Organized Delivery System, Whole Person Care, Health Homes, and other initiatives focused on high-need clients in the County.
- Most of the contracted work will take place through meetings and conference calls with Natividad and may also include drafting or editing written products for designated audiences on the topics mentioned above.
- Staffing arrangements for this project is as follows:
 - Jonathan Freedman (*Managing Principal*) will serve as the HMA project manager and will be the primary staff.
 - Additional HMA staff will provide services as appropriate.

III. Description of Services to be Rendered by CONTRACTOR (February 1, 2018 – January 1, 2019):

- CONTRACTOR shall provide financial analysis of Natividad and Monterey County ambulatory clinics.
- Most of the contracted work will take place through meetings and conference calls with Natividad and may also include drafting or editing written products for designated audiences on the topics mentioned above.
- Staffing arrangements for this project is as follows:
 - Jonathan Freedman (*Managing Principal*) will serve as the HMA project manager and will be the primary staff.

- Additional HMA staff will provide services as appropriate.

IV. Payment Provisions:

- CONTRACTOR's compensation for services rendered shall be based on the pricing/fee schedule in section IV attached hereto.
- 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.
- CONTRACTOR shall provide services described above on a time-and-materials basis.
- CONTRACTOR shall submit invoices monthly for services provided in the previous month.
- Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
- County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the *Monterey County Travel and Business Expense Reimbursement Policy*. A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and the date expended; receipt for all travel expenses, excluding meals, shall be provided.

V. Pricing/Fees:

- *Estimated costs for this Agreement shall not exceed \$150,000.*
- Should additional work be required that would cause additional fees to be incurred, CONTRACTOR will provide a written SOW and cost estimate for this additional work to Natividad for its approval ensuring that project fees will not be incurred beyond this amount without Natividad's prior approval.

HMA Project Estimate	
Description	Amount
Employee health benefits analysis	\$12,000
Health reform discussion (Ad Hoc Committee presentation)	\$3,000
Patient Alignment Project: scoping sessions, market assessment, and site visit (Clinical and Non-clinical)	\$111,000
Fiuancial analysis (FQHCs)	\$24,000
TOTAL	\$150,000

HMA Hourly Rates		
Title	Professional Hourly Rate	Travel Time Rate
Physician Principal	\$485	\$247
Managing Principal	\$415	\$217
Principal	\$390	\$205
Senior Consultant	\$335	\$175
Consultant	\$225	\$117
Research Assistant	\$185	\$92
Clerical and Other Staff Support	\$95	N/A

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN HEALTH MANAGEMENT ASSOCIATES, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
PROVIDER SYSTEM PROGRAM REVIEW SERVICES**

This Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on January 2, 2017 is entered into by and between the County of Monterey, on behalf of **Natividad Medical Center** (hereinafter “NMC”), and **Health Management Associates, Inc.** (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for review of programs that other counties, both within California and nationally, have in place in regard to benefit and network designs to lower costs and direct care into specific provider systems with a term January 2, 2017 through January 1, 2018 and a total Agreement amount not to exceed \$45,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through January 1, 2019 to allow for services to continue with revisions to the scope of services/ payment provisions as per Amendment No. 1 and to increase the total agreement amount by an additional \$55,000 for a revised total Agreement amount not to exceed \$100,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, “PAYMENTS BY NMC” shall be amended to the following:
“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000.”
2. The first sentence of Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from January 2, 2017 through January 1, 2019 unless sooner terminated pursuant to the terms of this Agreement.”
3. Section 4/ Paragraph titled, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS” shall be amended to the following:
“The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
 - **Exhibit A: Scope of Services/Payment Provisions**
 - **Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No. 1.”**

4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
 5. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
 6. This Amendment No. 1 shall be effective when signed by both parties.
-

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

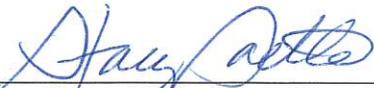
IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO

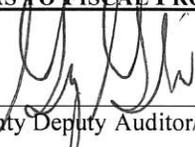
Date: 1/31/18

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 1/29/18

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 1-30-18

CONTRACTOR

Health Management Associates, Inc.

CONTRACTOR's Business Name

See instructions below

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

KELLY JOHNSON, VICE PRESIDENT
Name and Title

Date: 12/21/2017

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

Bruce Gould, Secretary
Name and Title

Date: 12-28-2017

*****Instructions*****

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

If **CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If **CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

EXHIBIT A-1 SCOPE OF SERVICES/ PAYMENT PROVISIONS

HEALTH MANAGEMENT ASSOCIATES

SCOPE OF SERVICES

HMA shall provide the following services:

- Assistance in improving the financial and operational alignment between Natividad, other parts of the Monterey County health portfolio, private providers, and the Central California Alliance for Health, Medi-Cal managed care, plan/provider issues, payment reform, and quality issues;
- Assistance on how Natividad and Monterey County can mitigate the negative impact of changes to the ACA and Medicaid financing linked to the managed care rule (i.e. supplemental payments, hospital financing), and anticipated Congressional action; and
- Assistance in improving alignment of the Drug Medi-Cal Organized Delivery System, Whole Person Care, Health Homes, and other initiatives focused on high-need clients in the County.

DELIVERABLES

Most of the contracted work will take place through meetings and conference calls with you and your staff, and may also include drafting or editing written products for designated audiences on the topics mentioned above.

STAFFING

Jonathan Freedman will serve as the HMA project manager for this project, and will be the primary staff on this project. Additional HMA staff will provide services for the project as appropriate.

PROJECT FEES

We shall provide the services described above on a time-and-materials basis. Professional hourly rates and travel time will be billed as indicated in the table below.

HMA and NMC agree that all travel related expenses shall be reimbursed in accordance with the County of Monterey Travel Policy, www.co.monterey.ca.us/auditor/policies.htm. To receive reimbursement, HMA agrees to provide NMC with a detailed breakdown of authorized expenses, identifying what was expended and the date expended; receipts for all travel expenses, excluding meals, shall be provided. Should additional work be required that would cause additional fees to be incurred, HMA will provide a written SOW and cost estimate for this additional work to NMC for its approval. This will ensure that project fees will not be incurred beyond this amount without NMC's prior approval.

Title	Professional Hourly Rate	Travel Time Rate
Physician Principal	\$485	\$247
Managing Principal	\$415	\$217
Principal	\$390	\$205
Senior Consultant	\$335	\$175
Consultant	\$225	\$117
Research Assistant	\$185	\$92
Clerical and Staff Support	\$95	N/A

Natividad MEDICAL CENTER
County of Monterey Agreement for Services
(Not to Exceed \$100,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Health Management Associates, Inc. hereinafter "CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties.").

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

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: Review of programs that other counties, both within California and nationally, have in place in regard to benefit and network designs to lower costs and direct care into specific provider systems.

PAYMENTS BY NMC; NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$45,000.00.

TERM OF AGREEMENT; the term of this Agreement is from January 2, 2017 through January 1, 2018 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

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

SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

Exhibit B: Business Associate Agreement

1. PERFORMANCE STANDARDS:

- 1.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.
- 1.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement.

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1/2/17 - 1/1/18

CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

- 2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 2.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION:

- 3.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 3.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

4. INDEMNIFICATION:

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

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5. **INSURANCE:**

5.1. Evidence of Coverage:

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

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

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

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

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

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

Exemption/Modification (Justification attached; subject to approval)

5.5. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

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

Exemption/Modification (Justification attached; subject to approval)

- 5.6. Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

Exemption/Modification (Justification attached; subject to approval)

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

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

Exemption/Modification (Justification attached; subject to approval)

6. Other Insurance Requirements:

- 6.1. All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.
- 6.2. Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 6.3. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.**
- 6.4. Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no

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way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

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

7. **RECORDS AND CONFIDENTIALITY:**

- 7.1. Confidentiality: CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.
- 7.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 7.3. Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 7.4. Access to and Audit of Records: NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
8. Royalties and Inventions: NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
9. Non-Discrimination: During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all

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federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
11. Independent Contractor: In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.
12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center
Attn: Contracts Division
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Name: Health Management Associates, Inc.
Attn: Jeff DeVries
Address: 120 N Washington Sq., Suite 705
City, State, Zip: Lansing, MI 48933
FAX: (517) 482-0920
Email: contracts@healthmanagement.com

MISCELLANEOUS PROVISIONS:

- 13.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

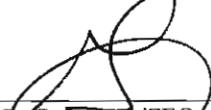
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1/2/17 - 1/1/18

- 13.4 Contractor. The term “Contractor” as used in this Agreement includes Contractor’s officers, agents, and employees acting on Contractor’s behalf in the performance of this Agreement.
- 13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 13.6 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 13.13 Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 13.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 13.16 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

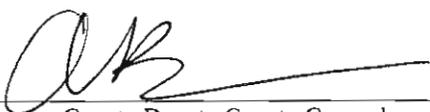
Signature Page to follow

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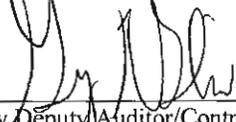
NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO
Date: 2/1/17

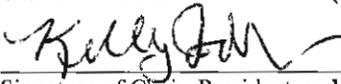
APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel
Date: 1-24-17

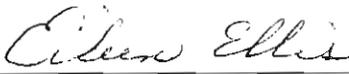
APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller
Date: 1-27-17

CONTRACTOR

Health Management Associates, Inc.
Contractor's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

KELLY JOHNSON, VICE PRESIDENT
Name and Title
Date: 12/22/2016

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

EILEEN ELLIS, SECRETARY
Name and Title
Date: 12/16/2016

*****Instructions:**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

Exhibit A
HEALTH MANAGEMENT ASSOCIATES

December 12, 2016

Gary Gray, DO
Chief Executive Officer
Natividad Medical Center
1441 Constitution Blvd.
Salinas, CA 93906

Dear Dr. Gray:

Monterey County is examining its current healthcare benefits models and Natividad Medical Center (NMC), the Monterey County run health delivery system, would like to explore various approaches to providing healthcare benefits that would encourage the use of the medical center by county employees. In order to support this effort, HMA will provide the following services.

Scope of Services

- Review of programs that other counties, both within California and nationally, have in place with regard to benefit and network designs to lower costs and direct care into specific provider systems.
 - Specifically, HMA will contact Ventura County and Santa Clara County administrators to gain greater insight into those county-run health plans.
 - HMA will also explore other California counties for benefit design opportunities.
 - HMA will use its national consulting network to review programs in other states for applicability to Monterey County.
 - HMA will summarize these findings in a report for Natividad Medical Center leadership.
- Work with the actuarial firm engaged by the county to evaluate current benefits, reviewing insurance carrier eligibility, cost, and utilization reports for:
 - Cost and utilization trends
 - Network utilization trends
- Evaluate the provider network within the current benefit offering to identify network design opportunities to redirect care into the medical center.
- Identify barriers (geographic, reputational, etc.) to county employee use of County medical center facilities.
- Develop cost-efficient benefit and network design proposals designed to incorporate, to the greatest extent possible, direct care into the medical center.

ONE MICHIGAN AVENUE BUILDING, 120 NORTH WASHINGTON SQUARE, SUITE 705, LANSING, MICHIGAN 48933
TELEPHONE 517.482.9236 | FAX 517.482.0920
WWW.HMAMANAGEMENT.COM

ALBANY • ATLANTA • AUSTIN • BOSTON • CHICAGO • COLUMBUS • DENVER • HARRISBURG
INDIANAPOLIS • LANSING • NEW YORK CITY • PHOENIX • PORTLAND • SACRAMENTO • SAN FRANCISCO
SEATTLE • SOUTHERN CALIFORNIA • TALLAHASSEE • WASHINGTON, DC

Our Qualifications

HMA is deeply experienced in feasibility studies and program development. Our team brings the right mix of expertise, skills and resources to this engagement, including financial expertise; deep knowledge of county hospital system operations; network development and health plan member access; commercial product benefits designs; and the California health plan regulatory structure.

HMA is a consulting firm with deep expertise across all domains of publicly funded health care. We are leaders in delivery system restructuring, strategic planning, behavioral health, primary care practice transformation, long-term services and supports, managed care policy and operations, correctional health, and consultation to state and county governments and federally-qualified health centers. We have extensive front line experience and continue to lead innovations in the areas of hospital and health system operations, health care program development, health economics and finance, program evaluation, program integrity, and data analysis. HMA is widely regarded as a leader in providing strategic, technical, analytical and implementation services to health care purchasers, payers, and providers, with a special concentration on those who address the needs of the medically indigent and underserved.

HMA has over 165 professional health care leaders, managers and analysts with up to 30 years of experience in the health and human services fields, including practicing clinicians, behavioral health experts, senior staff with extensive experience in clinical and administrative leadership of hospitals and health systems, managed care organization administrators, information technology experts, former state Medicaid and other program directors, and former federal officials. HMA brings a strong interdisciplinary expertise to clients. Our consultants have been leaders and innovators in health economics, public health policy and administration, health care finance and reimbursement, clinical services, managed care, pharmacy benefit design and management, social work, program development and evaluation, and information systems.

HMA has clients across the country, including major safety net health systems, private sector providers, health plans, foundations, and local, state, and federal governments. The firm has extensive experience and expertise in the design and implementation of health programs, particularly with respect to system development, managed care, long-term services and supports, and behavioral health care. HMA has decades of unique experience integrating approaches between government bodies that oversee health care for vulnerable populations, health plans that pay for it and providers who deliver it.

HMA is a private, for-profit "C" corporation, incorporated in the State of Michigan in good standing and legally doing business as Health Management Associates, Inc. Founded in 1985, Health Management Associates has offices



HMA OFFICES ACROSS THE COUNTRY

in Albany and New York, New York; Atlanta, Georgia; Austin, Texas; Boston, Massachusetts; Chicago, Illinois; Columbus, Ohio; Denver, Colorado; Harrisburg, Pennsylvania; Indianapolis, Indiana; Lansing, Michigan; Phoenix, Arizona; Portland, Oregon; Sacramento, San Francisco, and Southern California; Seattle, Washington; Tallahassee, Florida; and Washington, DC.

Staffing

Michael Engelhard will serve as the HMA project manager for this project. Jon Freedman, Tom Murar, and Joanne Kauffman will be the primary staff on this project. Additional HMA staff will provide services for the project as appropriate. Short biographies for the individuals who will be providing services on this project follow.

Michael P. Engelhard, Managing Principal

During his tenure at HMA he has led an array of projects including strategic planning for multiple California-based Medi-Cal plans; restructuring a health plan's internal finance and accounting department; delivery system re-design serving Medi-Cal and medically indigent populations; clinic system strategy design involving service area expansion; advising a provider group and provider association regarding Medicaid program policy and reimbursement; and supporting multiple PACE organizations regarding expansion and rate setting.

Mr. Engelhard's skills include organizational leadership; strategy and strategic planning; financial analysis and modeling; rate setting; Medi-Cal and Medicare program design and expertise; and program compliance.

Prior to joining HMA, he was most recently the CEO at Gold Coast Health Plan (GCHP). He oversaw all aspects of the plan's operations including board, regulatory, finance and community relations. Mr. Engelhard was charged with ensuring that members have access to quality health care and that services are delivered in a cost effective manner.

GCHP is a Medi-Cal managed care plan serving the medically indigent residents of Ventura County. Like Monterey County, Ventura County is diverse geographically and demographically and has a robust rural farming community with distinct health care needs.

Mr. Engelhard previously was the CFO and treasurer at CalOptima, a Medi-Cal plan in Orange County, California. In this position he led the plan's finance, treasury, accounting, procurement and actuarial services. As treasurer, Mr. Engelhard served as acting chairman of the Board of Directors' Investment Committee.

Prior to CalOptima, Mr. Engelhard worked at Health Net, Inc., in multiple positions including vice president and regional finance officer for the company's Senior Products Division and as Health Net's vice president of Investor Relations.

Mr. Engelhard has more than 30 years of executive, operational and financial leadership in health care, banking, and business services. He began his career as a nuclear engineer working for the Bechtel Corporation in San Francisco, CA.

Mr. Engelhard received a Bachelor of Science degree in nuclear engineering from University of California at Santa Barbara and a Master of Business Administration with a concentration in finance from Columbia Business School in New York City.

Jonathan Freedman, Managing Principal

Jonathan Freedman is a managing principal in HMA's Southern California office. Previously, he served as Chief of Strategy, Regulatory and External Affairs at L.A. Care Health Plan, the largest publicly operated health plan in the nation. In this capacity, he was responsible for the following operating units: Strategic Planning, Government Relations, Communications, Regulatory Affairs and Compliance, and Community Benefits. Mr. Freedman worked closely with other leadership team members at L.A. Care to develop and implement strategies and initiatives to further improve the programmatic impact of L.A. Care.

Prior to joining L.A. Care Health Plan, Mr. Freedman held a variety of management and leadership roles for more than 25 years with the County of Los Angeles, most recently as Chief Deputy Director of the Los Angeles County Department of Public Health (DPH). Other roles included managing Los Angeles County's state and federal legislative programs; directing the Medicaid Demonstration Project for Los Angeles County; and serving as an Assistant Deputy for health, welfare and environmental issues to Supervisor Ed Edelman, a former member of the Los Angeles County Board of Supervisors.

Mr. Freedman has extensive experience in public health, safety net health care, and public policy. He has led many high-profile initiatives, including the public health response to the 1994 Northridge earthquake; Los Angeles County's Master Tobacco Settlement negotiation; solutions to funding crises in the Los Angeles County safety net; and the 2010 H1N1 influenza response.

Mr. Freedman has received outstanding leadership awards from the California State Association of Counties and Los Angeles County. His work has been published in Health Affairs, and he is a contributor to Public Health Practice: What Works by Oxford University Press.

Mr. Freedman holds a Bachelor's degree in Political Science and a Master's degree in Public Health from UCLA.

Tom Murar, Principal

An accomplished health plan leader and experienced consultant, Tom Murar offers a valuable perspective in this changing healthcare landscape.

Prior to joining HMA, Mr. Murar served as chief financial officer for Consumers Mutual Insurance of Michigan. A CO-OP, nonprofit health insurer licensed as a mutual insurance company, Mr. Murar played a key role in the company's inception, incorporation and operation. As the CFO, he oversaw procedures for financial reporting and administration, purchasing and risk management, and produced financial analyses. He was also involved in the Qualified Health Plan process for health insurance exchange products including plan design, financial modeling, coordination of actuarial work, filing of templates and the DIFS approval process. Tom also has served as a CFO for Medicaid health plans.

Prior to his work with Consumers Mutual, Mr. Murar was vice president of Medicare/Medicaid Solutions for Altegra Health (formerly Dynamic Commerce Applications). He was responsible for identifying potential clients, negotiating and implementing contracts, developing results-orientated solutions and helping clients develop and implement operational programs needed to succeed in a risk adjustment environment.

During his career Mr. Murar also has served as a senior financial analyst for health plans and a large health system.

Mr. Murar received his Master in Business Administration degree from the University of Notre Dame and his bachelor's degree from the University of Detroit.

Joanne Kauffman, Research Assistant

Joanne Kauffman provides research and quantitative and qualitative analysis for HMA's consultants. She is experienced with drafting written reports and preparing a wide range of materials for client presentations and meetings. She has demonstrated expertise with all MS Office products, including Visio and SharePoint. Ms. Kauffman provides assistance on issues around contract compliance and contract language and is skilled in policy research. On engagements, she prepares detailed project plans, identifies resource requirements and task dependencies, and most importantly, develops, implements, and maintains time tables and work plans to ensure timely project completion.

Ms. Kauffman is passionate about ensuring the affordability and access of high quality healthcare and has helped undertake a county-wide assessment and report on the present and emerging needs of children for California counties. She conducted an analysis of the impact of Medicaid Managed Care Final Regulations for health plans in California and gained experience with 1332 state waiver applications. In other engagements, she has authored sections of a provider manual, helping to define the case-management, care coordination, and recovery support services benefit package components as part of the county's Drug Medi-Cal Organized Delivery System Waiver Implementation Plan. In her local office she collaborates with senior management to assist with the annual business strategies, goals, and deliverables.

During her graduate studies she completed internships focused on both financial and strategic planning. At the Keck Medical Center's Department of Budgeting and Decision Support, she compiled spreadsheets to assist generating the annual budget and produced regular financial reports for leadership and board review. She is comfortable working with large data sets, interpreting them, and providing analyst briefings. She has two years working experience in medical research and many more as a patient services volunteer in multiple care settings. She brings a blended understanding of science, clinical delivery, and health administrative duties. She graduated cum laude from Amherst College and is a Master of Health Administration graduate of the University of Southern California.

Schedule & Term of Agreement

This Agreement will begin on January 2, 2017 and shall continue in effect until January 1, 2018, unless terminated earlier pursuant to the provisions of Section 6 of the Terms and Conditions. The staffing arrangements and the scope of work stated in this letter apply to this project only.

Project Fees

For the work referenced above, we propose to provide the services described above on a time-and-materials basis, inclusive of travel time with a project cap. Professional hourly rates will be billed at \$470 for physician principals, \$400 for managing principals (Michael Engelhard and Jonathan Freedman), \$375 for principals (Tom Murar), \$320 for senior consultants, \$215 for consultants, \$170 for research assistants (Joanne Kauffman) and \$95 for clerical and other staff support. Travel time will be billed at 50 percent of customary hourly rates.

HMA proposes to establish an overall contract cap on professional fees of \$45,000, including travel time and expenses. HMA and NMC agree that all travel related expenses shall be reimbursed in accordance with the County of Monterey Travel Policy, www.co.monterey.ca.us/auditor/policies.htm. To receive reimbursement, HMA agrees to provide NMC with a detailed breakdown of authorized expenses, identifying what was expended and the date expended; receipts for all travel expenses, excluding meals, shall be provided. Should additional work be required that would cause additional fees to be incurred, HMA will provide a written SOW and cost estimate for this additional work to NMC for its approval. This will ensure that project fees will not be incurred beyond this amount without your prior approval. Finally, we propose to submit invoices monthly for services provided in the previous month.

Task	Estimated Hours	Estimated Cost
Review of programs that other counties, both within California and nationally, have in place with regard to benefit and network designs to lower costs and direct care into specific provider systems.	25	\$7,600
Work with actuarial firm engaged by the county to evaluate current benefits, reviewing insurance carrier eligibility, cost and utilization reports.	25	\$9,500
Evaluate the provider network within the current benefit offering to identify network design opportunities to redirect care into the medical center.	35	\$12,200
Identify barriers (geographic, reputational, etc.) to county employee use of County medical center facilities.	12.5	\$3,200
Develop cost-efficient benefit and network design proposals designed to incorporate, to the greatest extent possible, direct care into the medical center.	20	\$6,700
Travel time	16	\$3,300
Sub-total		\$42,500
Travel expenses (airfare, hotel, rental car, parking, meals, ground transportation)		\$2,500
TOTAL		\$45,000

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We would be happy to discuss the services and terms with you or provide any additional information you may require. The services, staffing arrangements, and this Letter Agreement will be valid for sixty days from the date of HMA's signature, after which the project fees and staff availability may be subject to change.

If this Letter Agreement is acceptable to you, please sign and return to HMA's contracts director, Jeff DeVries via email, fax, or mail to the following address.

Jeff DeVries
Health Management Associates
120 N. Washington Square, Suite 705
Lansing, MI 48933
contracts@healthmanagement.com
517-482-0920 (fax)

Questions can be directed to me at 714-549-3790 x483 or mengelhard@healthmanagement.com.

Sincerely,

Michael Engelhard

Revised 10/3/2016

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective January 2, _____, 2017 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and Health Management Associates, Inc. _____ (“Business Associate”) (each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the “Security Rule”), (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”).

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“E PHI”) shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

I. DEFINITIONS

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code §1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. **PHI includes EPHI.**

(d) “Services” shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

2. **PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity;

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: <http://www.natividad.com/quality-and-safety/patient-privacy> . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality

Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Health Management Associates, Inc.

Attn: Jeff DeVries

120 N. Washington Square, Suite 705
Lansing, MI 48933

Phone: 517 482-9236

Fax: 517 482-0920

If to Covered Entity, to:

Natividad Medical Center

Attn: Compliance/Privacy Officer

1441 Constitution Blvd.

Salinas, CA 93906

Phone: 831-755-4111

Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any related or other agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

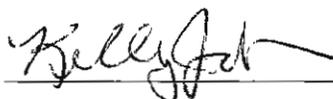
5.11 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE

COVERED ENTITY

By: 
Print Name Kelly Johnson
Print Title Vice President
Date: 12/22/2016

By: 
Print Name: Gary R. Gray
Print Title: Chief Executive Officer
Date: 2/1/17



Monterey County

Item No.29

Board Report

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

Legistar File Number: 20-1056

January 12, 2021

Introduced: 12/10/2020

Current Status: Natividad Medical Center -
Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize advance step placement of Lawanda Janine Bouyea at Step 5 of the Hospital Assistant Administrator salary range in accordance with Personnel Policies and Practices Resolution (PPPR) #98-394, Sections A.1.11.1, A.1.11.4 and A.1.11.5, effective May 26, 2018.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Authorize advance step placement of Lawanda Janine Bouyea at Step 5 of the Hospital Assistant Administrator salary range in accordance with Personnel Policies and Practices Resolution (PPPR) #98-394, Sections A.1.11.1, A.1.11.4 and A.1.11.5, effective May 26, 2018.

SUMMARY/DISCUSSION:

Natividad is seeking approval to place Ms. Janine Bouyea at step 5 of the salary range of Hospital Assistant Administrator classification, which is in Unit Y.

Placement at advanced step may be requested to compensate employees commensurate with their specialized knowledge, skills, experience, and recognition of their current compensation. Pursuant to the provisions of the PPPR #98-394, Board of Supervisors' approval is required to authorize placement above Step 3 in the Unit Y.

By way of background, in June 2020, the Human Resources Department hired Cooperative Personnel Services Consulting services to conduct a classification study on the Natividad Human Resources Administrator position. The incumbent, Ms. Janine Bouyea has been performing the full scope of the HR Administrator duties, in addition to managing Hospital Education, Staffing-Resources Department, Payroll, Employee Health, Volunteer Auxiliary, Spiritual Care Services, Records & Retention and Employee Safety since 2010 and received temporary special assignment pay for performing the additional duties. In May of 2018, Dr. Gary Gray, Natividad Chief Executive Officer placed Ms. Bouyea to serve as acting Hospital Assistant Administrator.

The Director of Human Resources Ms. Irma Ramirez-Bough recommended that Ms. Bouyea be reclassified to the position of Hospital Assistant Administrator.

Ms. Bouyea started as a Personnel Technician in the Human Resources Department in January of 1998 and transferred to Natividad as a Personnel Analyst in August of 1999. During her first year at Natividad Ms. Bouyea was nominated by NMC CEO David Small for Monterey County Employee

of the Year. Ms. Bouyea was subsequently promoted to the position of NMC HR Administrator in 2003, after acting in the position for more than 2 years and has been a part of the Hospital Executive Management Team since 2003. Ms. Bouyea ensures that the Natividad Human Resources Department provides outstanding support and service to Natividad and the Community.

Ms. Bouyea graduated from Monterey High School, holds a Bachelor of Science degree in Human Resource Management from San Jose State University, a Master of Science in Human Resource Management from Golden Gate University and is Certified as an HR Professional with the Society for Human Resource Management.

The request for step 5 for Ms. Bouyea is justified by her more than 24 years of experience, knowledge, skills and ability in Human Resources, 21 years of which have been at Natividad. In addition, Ms. Bouyea has more than 10 years of hospital operational experience, knowledge, skills and ability in administrative oversight of various operational departments outside of Human Resources. Ms. Bouyea has realized savings in the millions of dollars for her innovative ideas, to include: 1) Implementation of the Kronos Time Keeping System, 2) Development of the Staffing-Resources Department, 3) Development of the Records & Retention Department and 4) Oversight of the Patient Transportation Department. She continues to strive to make Natividad the employer of choice in Monterey County and is an asset to our organization.

In conclusion, in determining the appropriate step for appointment, prior compensation levels and the effect of differences in compensation and benefits for each position were considered. Salary recommendations and appropriate effective date have been made in accordance with the County's PPPR Sections A.1.11.1, A.1.11.4 and A.1.11.5. These sections provide for appointment at a higher salary step for reasons including credit for direct work experience and employee negotiation.

Considering all these factors, it is recommended that Ms. Lawanda Janine Bouyea be placed at Step 5 of salary range of the Hospital Assistant Administrator classification.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office and the County Human Resources Department have reviewed this report.

FINANCING:

The Hospital Assistant Administrator position was included the adopted budget for Natividad for FY 18-19, FY 19-20 and FY 20-21. This action does not impact the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The proposed recommended action supports the Board of Supervisors administration strategic initiative. The recommended action will allow the hospital executive team to continue to fulfill its strategic plan as it relates to employee and operational services needed to provide the community with the highest quality care.

Mark a check to the related Board of Supervisors Strategic Initiatives

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Carrie Ramirez, Senior Personnel Analyst, 783-2706
Approved by: Dr. Gary R. Gray, Chief Executive Officer, 783-2504

Attachment:
Board Report



Monterey County

Item No.

Board Report

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

Legistar File Number: 20-1056

January 12, 2021

Introduced: 12/10/2020

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The proposed recommended action supports the Board of Supervisors administration strategic initiative. The recommended action will allow the hospital executive team to continue to fulfill its strategic plan as it relates to employee and operational services needed to provide the community with the highest quality care.

Mark a check to the related Board of Supervisors Strategic Initiatives

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Carrie Ramirez, Senior Personnel Analyst, 783-2706
Approved by: Dr. Gary R. Gray, Chief Executive Officer, 783-2504

Attachment:
Board Report

Dr. Gary R. Gray
Dr. Gary R. Gray, Chief Executive Officer

12/21/20
Date



Monterey County

Item No.30

Board Report

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

Legistar File Number: A 20-520

January 12, 2021

Introduced: 12/10/2020

Current Status: Health Department -
Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement with Turning Point of Central California, Inc. (TP Inc.) retro-active to November 1, 2020, extends the term date by one year and maintains the current Agreement amount of \$706,322 for a revised term of February 12, 2018 - June 30, 2021.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement with Turning Point of Central California, Inc. (TP Inc.) retro-active to November 1, 2020, extends the term date by one year and maintains the current Agreement amount of \$706,322 for a revised term of February 12, 2018 - June 30, 2021.

SUMMARY/DISCUSSION:

The County's Agreement A-13844 with TP Inc. expired on October 31, 2020. This Amendment No. 2 renews the agreement retroactive to November 1, 2020 due to delayed contract negotiations and extends the term date to June 30, 2021. This Amendment maintains the current Agreement amount of \$706,322. Turning Point will continue to provide Proposition 47 grant funded employment and supportive services to eligible residents.

This work supports the Monterey County Health Department 2018-22 strategic plan initiative: 3) Ensure access to culturally and linguistically appropriate, customer-friendly, quality 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 provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel-Risk Management and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions respectively.

FINANCING:

This Agreement is funded by Proposition 47 grant funding (100%). The grant provides program funding in the amounts of: \$16,345 for Fiscal Year (FY) 2017-18, \$234,040 for Fiscal Year (FY) 2018-19, \$345,985 for Fiscal Year (FY) 2019-20 and \$109,952 for Fiscal Year (FY) 2020-21 for a total Agreement not to exceed \$706,322. The funds for FY 2020-21 are included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) FY 2020-21 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared By: Rose Moreno, Management Analyst III, 755-4716

Approved By:

_____ Date: _____
Elsa Jimenez, Director of Health, 755-4526

Attachment:

Amendment No 2 is on file with the Clerk of the Board

Amendment No 1 is on file with the Clerk of the Board

Agreement is on file with Clerk of the Board



Monterey County

Item No.

Board Report

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

Legistar File Number: A 20-520

January 12, 2021

Introduced: 12/10/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement with Turning Point of Central California, Inc. (TP Inc.) retro-active to November 1, 2020, extends the term date by one year and maintains the current Agreement amount of \$706,322 for a revised term of February 12, 2018 - June 30, 2021.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement with Turning Point of Central California, Inc. (TP Inc.) retro-active to November 1, 2020, extends the term date by one year and maintains the current Agreement amount of \$706,322 for a revised term of February 12, 2018 - June 30, 2021.

SUMMARY/DISCUSSION:

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Legistar File Number: A 20-520

Check the related Board of Supervisors Strategic Initiatives:

Economic Development:

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Infrastructure:

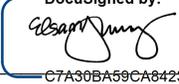
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Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared By: Rose Moreno, Management Analyst III, 755-4716

Approved By:

DocuSigned by:

Date: 12/28/2020 | 4:44 PM PST
C7A30BA59CA8423...
Elsa Jimenez, Director of Health, 755-4526

Attachment:

Amendment No 2 is on file with the Clerk of the Board
Amendment No 1 is on file with the Clerk of the Board
Agreement is on file with Clerk of the Board

**RENEWAL AGREEMENT & AMENDMENT NO. 2
TO MENTAL HEALTH SERVICE AGREEMENT A-13844
BY AND BETWEEN
COUNTY OF MONTEREY AND TURNING POINT OF CENTRAL CA. INC. (TPCC)**

This **RENEWAL AGREEMENT & AMENDMENT NO. 2** to Agreement A-13844 is made by and between the County of Monterey, hereinafter referred to as “COUNTY,” and **Turning Point of Central CA. Inc. (TPCC)**, hereinafter referred to as “CONTRACTOR.”

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into Agreement A-13844, with a term of February 12, 2018 through October 31, 2020 (“Agreement”); and

WHEREAS, the parties entered into Amendment No. 1 dated April 1, 2019; and

WHEREAS, the AGREEMENT expired pursuant to its terms on October 31, 2020; and

WHEREAS, the COUNTY and CONTRACTOR agree to renew the AGREEMENT retroactive to November 1, 2020; and to extend the term of the Agreement through June 30, 2021;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. EXHIBIT A-1: PROGRAM DESCRIPTION is replaced by EXHIBIT A-2: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2.
2. EXHIBIT B-1: PAYMENT PROVISIONS is replaced by EXHIBIT B-2: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B-1 shall be construed to refer to EXHIBIT B-2.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-13844 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. This Amendment maintains the contract amount of \$706,322.
5. This Amendment No. 2 is effective November 1, 2020.
6. A copy of this Amendment shall be attached to the original Agreement executed by the County on February 13, 2018.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Agreement A-13844 as of the date and year written below:

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Elsa M. Jimenez, Director of Health

Date: _____

Approved as to Form
By: _____
Marina Pantchenko, Deputy County Counsel
Date: 11/13/2020 | 3:06 PM PST

Approved as to Fiscal Provisions
By: _____
Gary Giboney, Chief Deputy Auditor/Controller
Date: 11/13/2020 | 3:08 PM PST

Approved as to Liability Provisions
By: _____
Les Girard, Risk Management
Date: _____

Approved as to Content
By: _____
Lucero Robles, Interim Behavioral Health Director
Date: _____

Contractor* _____

By: _____
Ray Banks, Executive Director
Date: 11/9/2020 | 2:52 PM CST

By: _____
Bruce Tyler, CFO*
Date: 11/9/2020 | 1:18 PM PST

INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with 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 an officer 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-2:
PROGRAM DESCRIPTION**

1. IDENTIFICATION OF PROVIDER

Turning Point of Central CA. Inc. (TPCC)
427 Pajaro Street
Salinas, CA 93901
831-422-8852

INCORPORATION STATUS/TYPE OF FACILITY LICENSE
501 C 3 Corporation (Community Benefit Non-Profit)

2. BACKGROUND

Turning Point of Central California, Inc. provides services in Monterey County, as well as nine other counties in California. The agency was founded in 1970, is headquartered in Visalia, California and currently operates over 40 programs, serving over 11,715 clients annually. Turning Point is recognized for the successful management of Adult and Youth Housing and Employment Service programs.

3. PROGRAM NARRATIVE

Turning Point of Central California, Inc. (TP) will offer Employment Services to all eligible clients referred from the Behavioral Health Bureau, MILPA or Sun Street Centers. TP will offer: pre-employment skills training, referral and enrollment to vocational education training or certification training through partner agencies, direct job placement, and job retention services.

This program will be designed to meet the training and employment needs of the identified target population, with a focus on serving those under Proposition 47. TP will leverage their identified Collaborative Partnerships throughout Monterey County. Additional resources for job seekers will be coordinated thorough established linkages with experienced government, private and non-profit service providers.

Services will be customer focused, and customized to meet the specific needs of an adult population with multiple barriers to employment and the local labor market. Special emphasis will be on job placement and retention in unsubsidized employment as the measure of success and primary outcome of the program. The length of the program will vary based on participant needs. One Employment Specialist will be assigned to the program. This staff member will work under the direct supervision of the Adult Employment Services Program Director.

All services will be delivered with the philosophy of personal responsibility at its core. In support of job retention, the program will emphasize skill-building techniques aimed at providing clients with the ability to change behaviors and cope with high-risk situations, thus breaking the cycle of incarceration.

4. PROGRAM GOALS

Turning Points Program goals are as follows:

- 4.01.1. To receive up to 80 individual referrals per fiscal year.
- 4.01.2. Approximately 30 individuals participating in employment services will complete an enrolled program per fiscal year.
- 4.01.3. Approximately 15 individuals will be placed in unsubsidized employment per fiscal year.

5. SERVICES TO BE PROVIDED:

Core A Services- Self Service and information services will be provided at co-located agencies. These services will include Labor Market Information, job leads, job search and placement assistance, information which can be accessed by the job seeker through the use of technology.

Core B Services – Clients requiring employment support will be referred to Core B assisted activities. These activities will involve staff assisted job search and placement assistance, career counseling, job referrals, job development including working with employers, workshops and job clubs, and follow up services including essential employability skills counseling.

Intensive Services/Employment Specialist– Employment Specialist will begin at the onset of Intensive Services. The Employment Specialist will prepare and coordinate comprehensive employment plans for clients to ensure access to the necessary training and supportive services, use of computer based technologies, and job and career counseling during program participation and after job placement. The Employment Specialist will provide supportive mentoring of individuals All these activities will support direct placement search or the transition into training services.

The Employment Specialist will meet with his/her client no less than weekly at the beginning of intensive services and bi-weekly as the client becomes successfully engaged in program services, job search, training, employment, etc. All meetings will be documented on a case note form and maintained in the client file. Client meetings will include ongoing Pre-employment and Job Retention Skills Training. This training will reinforce with clients “how to get a job”, “how to keep a job”, and “how to advance on a job.”

Bi-weekly case staffing meetings will be conducted to review each client case. Evaluation findings will be documented in case notes and a consensus reached in service delivery strategy for the upcoming week. Case Management will be in integral part of job retention which is vital to a trusting and responsible relationship with the client that enables staff to provide optimum support to throughout the reintegration process.

Outreach Specialist- Employment Specialist will act as a liaison and referral source between the community and the Proposition 47 services available to the community

including mental health services and substance use disorder treatment. Outreach Specialist will have extensive knowledge of the South Monterey County community and available resources. They will help to identify and engage potential clients around possible substance use disorder and/or mental health disorder symptoms, provide education, decrease stigma, and link them to the resources that are available through the grant. This will be accomplished in several ways.

* The Public Defender can make direct referrals to the outreach specialist who will then link the clients with the most appropriate resource.

* All other Prop 47 providers will be able to refer to the outreach specialist clients that they have interacted with and believe could benefit from other grant partners.

* Outreach Specialist will participate in community events and conduct outreach into the south Monterey County communities to educate individuals about Proposition 47 and the services provided by the grant.

* Outreach Specialist will identify individuals in the community that might benefit from the grant program and refer them to the appropriate agencies (MILPA, Public Defender, CRLA, Turning Point, Sun Street, and Behavioral Health).

This position will be mobile and have office hours in the South County locations of King City and Gonzales.

Objective Assessment- TP will provide a comprehensive Objective Assessment for each client, consisting of an examination of the individual's capabilities, needs and vocational potential to develop a service strategy and employment goal. Assessments will be client-centered and evaluate employment barriers, considering the clients 'family situation, work history, education, occupational skills, interests and aptitudes. Staff will also assess for attitudes towards work, motivation, behavior patterns affecting employment potential, financial resources and needs, and need for supportive services.

Individual Employment Plan (IEP)- The Employment Specialist will develop, with the client, an IEP outlining his/her employment goals and the services required to realize those objectives. The results of the Objective Assessment, an overview of the client's status, and the client's input will form the basis of the IEP. The IEP will include: Client's employment goal(s); rationale for employment goal selection; barriers to employment; counseling regarding non-traditional work; educational opportunities; self-sufficiency requirements; client's objectives and need for supportive services. The IEP will be used as a plan to guide the client on the path to self-reliance with clearly identified employment goals. The document will be signed and dated by the Employment Specialist and the Client. the IEP will be reviewed by the Employment Specialist with the Client on a monthly basis and may be revised as needed based on updated assessments. All changes will be documented by the Employment Specialist in the IEP.

Employability Workshops- Classroom instruction will be provided by the Employment Specialist and begin following the development of the IEP. Training will include The Change Companies interactive journaling “Employment Skills”.

Life Skills Training: Soft skill development; cognitive skills for behavior change; emotional and physical wellness; substance abuse, anger management; relationships; self-sufficiency; goal setting; financial planning; transportation; housing; **Pre-Employment Skills:** gathering information, identification of skills; “portfolio” development; applications; resumes; interviewing; job search; phone etiquette writing and basis office machine skills; employer expectations; employer expectations; job retention. **Marketable Work Habits:** grooming; reliability; punctuality and attendance; effective communications; conflict resolution; teamwork; problem solving; ethics; career advancement.

Support Services- TP will provide information and referral for participants needing Support Services, starting with orientation to the program. Support Services will include but not be limited to, work tools and safety equipment, food, interview clothing, medical assistance and transportation. Training for participants in finances and money management will be integrated into the support service delivery system. Clients will be taught how to plan for their needs with the objective of self-sufficiency in mind. Clients enrolled into Intensive Services and who need Supportive Services and are unable to meet these needs through their own resources, or those of other service providers, will be provided Supportive Services necessary for employment.

Counseling- Will begin at the commencement of staff-directed Core Services. Counseling services will be delivered both individually and in group activities. IEP Counseling will be provided on a bi-weekly basis as soon as the plan is developed and will continue until the completion of each objective.

Comprehensive career counseling will be provided for clients in intensive services and continue during follow-up. Career counseling will be provided by TP staff with input from the employer community. Clients will be encouraged to attend community job fairs and utilize technology based data. TP will utilize specific tools to aid in career counseling, which include the PAR Self-Directed Search (a guide to educational and vocational planning), and the Occupational Exploration Guide (a guide to career, learning and lifestyle options).

Workplace culture, ethics and attitude counseling will be integrated into all TP services. High standards of work habits will be modeled by all staff members.

Follow-up Services- Follow-Up services will start after exit from the program and will be conducted at a minimum of; 1st Quarter, 2nd Quarter; 3rd Quarter and 4th Quarter and more often as individual needs indicate. TP will follow up through: phone contacts; work-site visits; mail correspondence; employer and system contacts; retention strategies. Pay stubs may be collected for review of EDD wage-based reports.

The Agency will continue to be available to all clients following placement into unsubsidized employment. Placed clients will be encouraged to maintain regular office contacts, and form support groups. Community links already in place will continue. Should reemployment become necessary, TP will offer a full array of employment services.

6. PROGRAM OBJECTIVES

- 6.01.1. CONTRACTOR will work with local partner agencies such as Center for Employment Training (CET) and Regional Occupational Training (ROP) to provide Vocational Educational Training to Proposition 47 Clients referred to Turning Point
- 6.01.2. CONTRACTOR shall assist referred Proposition 47 clients with online vocational certifications
- 6.01.3. CONTRACTOR will also assist clients with obtaining his/her GED should it be identified as a barrier to employment
- 6.01.4. CONTRACTOR shall provide outreach/information sessions in the community
- 6.01.5. CONTRACTOR shall coordinate services with other service providers, including primary health care services, mental health services, substance use disorder services, legal services, reclassification services and other human service agencies involved in the services provided.
- 6.01.6. CONTRACTOR shall have the capacity (Spanish/English bilingual staff, training, organizational climate) to deliver services in a manner that is culturally competent and linguistically appropriate for diverse cultures in Monterey County.
- 6.01.7. CONTRACTOR shall provide services in the client's preferred language (Spanish and English). Friends or family members will not be expected to translate.
- 6.01.8. CONTRACTOR shall participate and attend the South County Collaborative meetings held on a bi-monthly basis.

7. PROGRAM REFERRALS

Referrals will be made by MCBHB, Sun Street Center and MILPA using a Universal Referral Form. At the onset of referral, communication between TP Staff and the authorized referring agency will commence and remain a vital element throughout the clients' participation in program services.

8. ORIENTATION

Orientations to program services will be conducted on face to face basis. Orientations will provide the client with information on TP Employment Services as well as partnership and community resources. Clients will be advised of documents necessary for eligibility and initial assessment.

9. ELIGIBILITY AND INITIAL ASSESSMENT

Eligibility and Initial Assessment appointments will be available within 5 working days following orientation. The client will be screened for program eligibility using an initial assessment tool designed to identify issues such as medical, psychological, legal and other issues that may be a barrier to employment. If it is determined that with TP assistance the client is ready to seek employment, enrollment will be conducted immediately and a case file started. Enrollment will initiate client employment services. Clients in need of remediation

prior to employment will be referred to suitable community services with the goal of enrollment following resolution. MCBHB will be notified of the initial assessment status.

10. POPULATION/CATCHMENT AREA TO BE SERVED

CONTRACTOR will provide substance use disorder services to local Proposition 47 adult clients (18 yrs of age and older) who:

1. Have been arrested, charged with, or convicted of a criminal offense

AND

2. Have a history of mental health issues or substance use disorders.
 - For the purpose of this grant, a person has a history of mental health issues or substance use issues if the person:
 - a. Has a mental health issue or substance use disorder that limits one or more of their life activities
 - b. Has received services for a mental health or substance use disorder
 - c. Has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both
 - d. Has been regarded as having a mental health issue or substance use disorder.

AND

3. Reside in a South Monterey County Zip Code (currently or in the past five years)
 - 93426 Bradley
 - 93450 San Ardo
 - 93451 San Miguel
 - 93925 Chualar
 - 93926 Gonzales
 - 93927 Greenfield
 - 93928 Jolon
 - 93930 King City
 - 93932 Lockwood
 - 93954 San Lucas

Individuals under illegal substance influence may be excluded from Program participation.

11. CLIENT DESCRIPTION/FINANCIAL ELIGIBILITY

All Monterey County Proposition 47 adults may receive services regardless of ability to pay or Medi-Cal eligibility.

12. LIMITATION OF SERVICE / PRIOR AUTHORIZATION

Referrals for admission to Turning Point Program services will be initiated by MCBHB, MILPA or Sun Street Centers

13. PROGRAM REFERRALS

Populations served are eligible Monterey County Proposition 47 adults.

14. SERVICE DELIVERY SITE

1. Service Delivery Sites in South County:

- King City Clinic
200 Broadway, Suite 70
King City, CA 93930
(831) 422-8852
- 2. Gonzales Clinic
411 Center Street
Gonzales, CA 93926
(831) 422-8852

2. Hours of Operation

The King City Office will provide services 20 hours per week, Monday – Friday from 8:00 a.m. to 5:00 p.m.

The Gonzales Office will provide services 20 hours per week, Monday – Friday from 8:00 a.m. to 5:00 p.m.

Ser

vices will be made available, whenever possible, at the convenience of the client.

15. REPORTING REQUIREMENTS

Outcome Data Reporting

CONTRACTOR will be required to report outcomes data regularly to COUNTY according to the requirements set forth by the Bureau of State and Community Corrections (BSCC). Individual participant data will be collected for each participant from referral to discharge. Collected data shall reflect dates, services received, outcome of service delivery and related participant expenditures. Through AVATAR, all required data will be entered into the web-based software application. Users shall be responsible for maintaining confidentiality of their user license; accurately enter data on a daily to weekly basis, and notify MCBHB Administrators of identifies issues related to access, data entry, or training needs.

16. MEETINGS/COMMUNICATIONS

The CONTRACT MONITOR and designated MCBHB staff shall convene at regularly scheduled meetings with CONTRACTOR on a monthly and quarterly basis, and other meetings as applicable. The purpose of these meetings shall be to monitor client progress and program outcomes; oversee contract implementation; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The CONTRACT MONITOR does not have the authority to authorize changes requiring a contract amendment.

17. DESIGNATED CONTRACT MONITOR

Phil Sherwood

Behavioral Health Services Manager-South County Clinics

Monterey County Behavioral Health Bureau

200 Broadway St., Suite 70

King City, CA 93930

Direct Number: 831-386-6834

**EXHIBIT B-2:
PAYMENT AND BILLING PROVISIONS**

I. PAYMENT TYPES

Cost Reimbursed up to the Maximum Contract Amount.

4. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission for services, and CONTRACTOR'S commitment to provide services in accordance with the terms of this Agreement.

5. PAYMENT RATE

A. Monthly Payment Schedule:

Services shall be paid at the Negotiated Reimbursement rate for this Agreement, which are provisional and subject to all reporting conditions as set forth in this Exhibit B. The following program services will be paid on a 1/12th basis, not to exceed total maximum of **\$706,322** for Fiscal Years (FYs) 2018-21 as follows.

TURNING POINT SERVICES FY 2017-18	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Program Director	0	\$0.00	\$ -
Employment Specialist	232	\$57.52	\$ 13,357
Supportive Services			\$ 2,988
Total Yearly Maximum Obligation			\$ 16,345

TURNING POINT SERVICES FY 2018-19	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Program Director	727	\$73.91	\$ 53,731
Employment Specialist	2,080	\$62.26	\$ 129,494
Outreach Specialist	520	\$71.75	\$ 37,315
Supportive Services			\$ 13,500
Total Yearly Maximum Obligation			\$ 234,040

TURNING POINT SERVICES FY 2019-20	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Program Director	727	\$73.91	\$ 53,731
Employment Specialist	2,080	\$62.26	\$ 129,494
Outreach Specialist	2,080	\$71.75	\$ 149,260
Supportive Services			\$ 13,500
Total Yearly Maximum Obligation			\$ 345,985

TURNING POINT SERVICES FY 2020-21	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Program Director	382	\$73.91	\$ 28,257
Employment Specialist	641	\$62.26	\$ 39,880
Outreach Specialist	520	\$71.75	\$ 37,315
Supportive Services			\$ 4,500
Total Yearly Maximum Obligation			\$ 109,952

6. PAYMENT CONDITIONS

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Allowance (CMA) as set forth in this Agreement. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in

this Exhibit B, Section III. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program (“an eligible beneficiary”), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR

after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

7. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum fiscal year amount for each Program not to exceed the funded amounts as listed in the following Section B. Maximum Annual Liability for a total maximum amount of **\$706,322** for services rendered under this Agreement.

B. Maximum Annual Liability:

Fiscal Year Liability	Amount
FY 2017-18	\$16,345
FY 2018-19	\$234,040
FY 2019-20	\$345,985
FY 2020-21	\$109,952
TOTAL MAXIMUM LIABILITY	\$706,322

The County retains the right to adjust the funding sources as may be required.

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- C. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY.
CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.
- B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
 - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
 - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services

hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.
- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
 - 1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
 - 2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
 - 3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by

CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B-1, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

**AMENDMENT NO. 1
TO MENTAL HEALTH SERVICE AGREEMENT A-13844
BY AND BETWEEN
COUNTY OF MONTEREY AND TURNING POINT OF CENTRAL CA. INC. (TPCC)**

This AMENDMENT NO. 1 to Agreement A-13844 is made by and between the County of Monterey, hereinafter referred to as "COUNTY," and **Turning Point of Central CA. Inc. (TPCC)**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into Agreement A-13844 dated February 13, 2018 (Agreement); and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Agreement as specified below:

1. Increase staff hours and rates utilizing unspent FY 2017-18 Proposition 47 grant funding; and
2. Add funding for an Outreach Specialist position and scope of service for FYs 2018-20.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. EXHIBIT A: PROGRAM DESCRIPTION is replaced by EXHIBIT A-1: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B: PAYMENT PROVISIONS is replaced by EXHIBIT B-1: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-13844 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. This Amendment increases the contract amount by \$200,648, for a total contract amount of \$706,322.
5. This Amendment No. 1 is effective April 1, 2019.
6. A copy of this Amendment shall be attached to the original Agreement executed by the County on February 13, 2018.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Agreement A-13844 as of the date and year written below:

COUNTY OF MONTEREY

By: [Signature]
Elsa M. Jimenez, Director of Health
Date: 05/14/2019

Approved as to Form
By: [Signature]
Stacy L. Saetta, Deputy County Counsel
Date: 4/21/19

Approved as to Fiscal Provisions
By: [Signature]
Gary Giboney, Chief Deputy Auditor/Controller
Date: 4/12/19

Approved as to Liability Provisions
By: N/A
Les Girard, Risk Management
Date: _____

Approved as to Content
By: N/A
Amie Miller, Behavioral Health Director
Date: _____

CONTRACTOR

Turning Point of Central California, Inc.

By: [Signature]
Raymond R. Banks, Chief Executive Officer
Date: 3/29/19

By: [Signature]
Bruce Tyler, Chief Financial Officer
Date: 4/1/19

INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with 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 an officer 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:
PROGRAM DESCRIPTION**

1. IDENTIFICATION OF PROVIDER

Turning Point of Central CA. Inc. (TPCC)
427 Pajaro Street
Salinas, CA 93901
831-422-8852

INCORPORATION STATUS/TYPE OF FACILITY LICENSE
501 C 3 Corporation (Community Benefit Non-Profit)

2. BACKGROUND

Turning Point of Central California, Inc. provides services in Monterey County, as well as nine other counties in California. The agency was founded in 1970, is headquartered in Visalia, California and currently operates over 40 programs, serving over 11,715 clients annually. Turning Point is recognized for the successful management of Adult and Youth Housing and Employment Service programs.

3. PROGRAM NARRATIVE

Turning Point of Central California, Inc. (TP) will offer Employment Services to all eligible clients referred from the Behavioral Health Bureau, MILPA or Sun Street Centers. TP will offer: pre-employment skills training, referral and enrollment to vocational education training or certification training through partner agencies, direct job placement, and job retention services.

This program will be designed to meet the training and employment needs of the identified target population, with a focus on serving those under Proposition 47. TP will leverage their identified Collaborative Partnerships throughout Monterey County. Additional resources for job seekers will be coordinated through established linkages with experienced government, private and non-profit service providers.

Services will be customer focused, and customized to meet the specific needs of an adult population with multiple barriers to employment and the local labor market. Special emphasis will be on job placement and retention in unsubsidized employment as the measure of success and primary outcome of the program. The length of the program will vary based on participant needs. One Employment Specialist will be assigned to the program. This staff member will work under the direct supervision of the Adult Employment Services Program Director.

All services will be delivered with the philosophy of personal responsibility at its core. In support of job retention, the program will emphasize skill-building techniques aimed at providing clients with the ability to change behaviors and cope with high-risk situations, thus breaking the cycle of incarceration.

4. **PROGRAM GOALS**

Turning Points Program goals are as follows:

- 4.01.1. To receive up to 80 individual referrals per fiscal year.
- 4.01.2. Approximately 30 individuals participating in employment services will complete an enrolled program per fiscal year.
- 4.01.3. Approximately 15 individuals will be placed in unsubsidized employment per fiscal year.

5. **SERVICES TO BE PROVIDED:**

Core A Services- Self Service and information services will be provided at co-located agencies. These services will include Labor Market Information, job leads, job search and placement assistance, information which can be accessed by the job seeker through the use of technology.

Core B Services – Clients requiring employment support will be referred to Core B assisted activities. These activities will involve staff assisted job search and placement assistance, career counseling, job referrals, job development including working with employers, workshops and job clubs, and follow up services including essential employability skills counseling.

Intensive Services/Employment Specialist– Employment Specialist will begin at the onset of Intensive Services. The Employment Specialist will prepare and coordinate comprehensive employment plans for clients to ensure access to the necessary training and supportive services, use of computer based technologies, and job and career counseling during program participation and after job placement. The Employment Specialist will provide supportive mentoring of individuals All these activities will support direct placement search or the transition into training services.

The Employment Specialist will meet with his/her client no less than weekly at the beginning of intensive services and bi-weekly as the client becomes successfully engaged in program services, job search, training, employment, etc. All meetings will be documented on a case note form and maintained in the client file. Client meetings will include ongoing Pre-employment and Job Retention Skills Training. This training will reinforce with clients “how to get a job”, “how to keep a job”, and “how to advance on a job.”

Bi-weekly case staffing meetings will be conducted to review each client case. Evaluation findings will be documented in case notes and a consensus reached in service delivery strategy for the upcoming week. Case Management will be in integral part of job retention which is vital to a trusting and responsible relationship with the client that enables staff to provide optimum support to throughout the reintegration process.

Outreach Specialist- Employment Specialist will act as a liaison and referral source between the community and the Proposition 47 services available to the community

including mental health services and substance use disorder treatment. Outreach Specialist will have extensive knowledge of the South Monterey County community and available resources. They will help to identify and engage potential clients around possible substance use disorder and/or mental health disorder symptoms, provide education, decrease stigma, and link them to the resources that are available through the grant. This will be accomplished in several ways.

* The Public Defender can make direct referrals to the outreach specialist who will then link the clients with the most appropriate resource.

* All other Prop 47 providers will be able to refer to the outreach specialist clients that they have interacted with and believe could benefit from other grant partners.

* Outreach Specialist will participate in community events and conduct outreach into the south Monterey County communities to educate individuals about Proposition 47 and the services provided by the grant.

* Outreach Specialist will identify individuals in the community that might benefit from the grant program and refer them to the appropriate agencies (MILPA, Public Defender, CRLA, Turning Point, Sun Street, and Behavioral Health).

This position will be mobile and have office hours in the South County locations of King City and Gonzales.

Objective Assessment- TP will provide a comprehensive Objective Assessment for each client, consisting of an examination of the individual's capabilities, needs and vocational potential to develop a service strategy and employment goal. Assessments will be client-centered and evaluate employment barriers, considering the clients' family situation, work history, education, occupational skills, interests and aptitudes. Staff will also assess for attitudes towards work, motivation, behavior patterns affecting employment potential, financial resources and needs, and need for supportive services.

Individual Employment Plan (IEP)- The Employment Specialist will develop, with the client, an IEP outlining his/her employment goals and the services required to realize those objectives. The results of the Objective Assessment, an overview of the client's status, and the client's input will form the basis of the IEP. The IEP will include: Client's employment goal(s); rationale for employment goal selection; barriers to employment; counseling regarding non-traditional work; educational opportunities; self-sufficiency requirements; client's objectives and need for supportive services. The IEP will be used as a plan to guide the client on the path to self-reliance with clearly identified employment goals. The document will be signed and dated by the Employment Specialist and the Client. The IEP will be reviewed by the Employment Specialist with the Client on a monthly basis and may be revised as needed based on updated assessments. All changes will be documented by the Employment Specialist in the IEP.

Employability Workshops- Classroom instruction will be provided by the Employment Specialist and begin following the development of the IEP. Training will include The Change Companies interactive journaling "Employment Skills".

Life Skills Training: Soft skill development; cognitive skills for behavior change; emotional and physical wellness; substance abuse, anger management; relationships; self-sufficiency; goal setting; financial planning; transportation; housing; **Pre-Employment Skills:** gathering information, identification of skills; "portfolio" development; applications; resumes; interviewing; job search; phone etiquette writing and basis office machine skills; employer expectations; employer expectations; job retention. **Marketable Work Habits:** grooming; reliability; punctuality and attendance; effective communications; conflict resolution; teamwork; problem solving; ethics; career advancement.

Support Services- TP will provide information and referral for participants needing Support Services, starting with orientation to the program. Support Services will include but not be limited to, work tools and safety equipment, food, interview clothing, medical assistance and transportation. Training for participants in finances and money management will be integrated into the support service delivery system. Clients will be taught how to plan for their needs with the objective of self-sufficiency in mind. Clients enrolled into Intensive Services and who need Supportive Services and are unable to meet these needs through their own resources, or those of other service providers, will be provided Supportive Services necessary for employment.

Counseling- Will begin at the commencement of staff-directed Core Services. Counseling services will be delivered both individually and in group activities. IEP Counseling will be provided on a bi-weekly basis as soon as the plan is developed and will continue until the completion of each objective.

Comprehensive career counseling will be provided for clients in intensive services and continue during follow-up. Career counseling will be provided by TP staff with input from the employer community. Clients will be encouraged to attend community job fairs and utilize technology based data. TP will utilize specific tools to aid in career counseling, which include the PAR Self-Directed Search (a guide to educational and vocational planning), and the Occupational Exploration Guide (a guide to career, learning and lifestyle options).

Workplace culture, ethics and attitude counseling will be integrated into all TP services. High standards of work habits will be modeled by all staff members.

Follow-up Services- Follow-Up services will start after exit from the program and will be conducted at a minimum of; 1st Quarter, 2nd Quarter; 3rd Quarter and 4th Quarter and more often as individual needs indicate. TP will follow up through: phone contacts; work-site visits; mail correspondence; employer and system contacts; retention strategies. Pay stubs may be collected for review of EDD wage-based reports.

The Agency will continue to be available to all clients following placement into unsubsidized employment. Placed clients will be encouraged to maintain regular office contacts, and form support groups. Community links already in place will continue. Should reemployment become necessary, TP will offer a full array of employment services.

6. PROGRAM OBJECTIVES

- 6.01.1. CONTRACTOR will work with local partner agencies such as Center for Employment Training (CET) and Regional Occupational Training (ROP) to provide Vocational Educational Training to Proposition 47 Clients referred to Turning Point
- 6.01.2. CONTRACTOR shall assist referred Proposition 47 clients with online vocational certifications
- 6.01.3. CONTRACTOR will also assist clients with obtaining his/her GED should it be identified as a barrier to employment
- 6.01.4. CONTRACTOR shall provide outreach/information sessions in the community
- 6.01.5. CONTRACTOR shall coordinate services with other service providers, including primary health care services, mental health services, substance use disorder services, legal services, reclassification services and other human service agencies involved in the services provided.
- 6.01.6. CONTRACTOR shall have the capacity (Spanish/English bilingual staff, training, organizational climate) to deliver services in a manner that is culturally competent and linguistically appropriate for diverse cultures in Monterey County.
- 6.01.7. CONTRACTOR shall provide services in the client's preferred language (Spanish and English). Friends or family members will not be expected to translate.
- 6.01.8. CONTRACTOR shall participate and attend the South County Collaborative meetings held on a bi-monthly basis.

7. PROGRAM REFERRALS

Referrals will be made by MCBHB, Sun Street Center and MILPA using a Universal Referral Form. At the onset of referral, communication between TP Staff and the authorized referring agency will commence and remain a vital element throughout the clients' participation in program services.

8. ORIENTATION

Orientations to program services will be conducted on face to face basis. Orientations will provide the client with information on TP Employment Services as well as partnership and community resources. Clients will be advised of documents necessary for eligibility and initial assessment.

9. ELIGIBILITY AND INITIAL ASSESSMENT

Eligibility and Initial Assessment appointments will be available within 5 working days following orientation. The client will be screened for program eligibility using an initial assessment tool designed to identify issues such as medical, psychological, legal and other issues that may be a barrier to employment. If it is determined that with TP assistance the client is ready to seek employment, enrollment will be conducted immediately and a case file started. Enrollment will initiate client employment services. Clients in need of remediation

prior to employment will be referred to suitable community services with the goal of enrollment following resolution. MCBHB will be notified of the initial assessment status.

10. POPULATION/CATCHMENT AREA TO BE SERVED

CONTRACTOR will provide substance use disorder services to local Proposition 47 adult clients (18 yrs of age and older) who:

1. Have been arrested, charged with, or convicted of a criminal offense

AND

2. Have a history of mental health issues or substance use disorders.
 - For the purpose of this grant, a person has a history of mental health issues or substance use issues if the person:
 - a. Has a mental health issue or substance use disorder that limits one or more of their life activities
 - b. Has received services for a mental health or substance use disorder
 - c. Has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both
 - d. Has been regarded as having a mental health issue or substance use disorder.

AND

3. Reside in a South Monterey County Zip Code (currently or in the past five years)
 - 93426 Bradley
 - 93450 San Ardo
 - 93451 San Miguel
 - 93925 Chualar
 - 93926 Gonzales
 - 93927 Greenfield
 - 93928 Jolon
 - 93930 King City
 - 93932 Lockwood
 - 93954 San Lucas

Individuals under illegal substance influence may be excluded from Program participation.

11. CLIENT DESCRIPTION/FINANCIAL ELIGIBILITY

All Monterey County Proposition 47 adults may receive services regardless of ability to pay or Medi-Cal eligibility.

12. LIMITATION OF SERVICE / PRIOR AUTHORIZATION

Referrals for admission to Turning Point Program services will be initiated by MCBHB, MILPA or Sun Street Centers

13. PROGRAM REFERRALS

Populations served are eligible Monterey County Proposition 47 adults.

14. SERVICE DELIVERY SITE

1. Service Delivery Sites in South County:

- King City Clinic
200 Broadway, Suite 70
King City, CA 93930
(831) 422-8852
- 2. Gonzales Clinic
411 Center Street
Gonzales, CA 93926
(831) 422-8852

2. Hours of Operation

The King City Office will provide services 20 hours per week, Monday – Friday from 8:00 a.m. to 5:00 p.m.

The Gonzales Office will provide services 20 hours per week, Monday – Friday from 8:00 a.m. to 5:00 p.m.

Services

will be made available, whenever possible, at the convenience of the client.

15. REPORTING REQUIREMENTS

Outcome Data Reporting

CONTRACTOR will be required to report outcomes data regularly to COUNTY according to the requirements set forth by the Bureau of State and Community Corrections (BSCC). Individual participant data will be collected for each participant from referral to discharge. Collected data shall reflect dates, services received, outcome of service delivery and related participant expenditures. Through AVATAR, all required data will be entered into the web-based software application. Users shall be responsible for maintaining confidentiality of their user license; accurately enter data on a daily to weekly basis, and notify MCBHB Administrators of identifies issues related to access, data entry, or training needs.

16. MEETINGS/COMMUNICATIONS

The CONTRACT MONITOR and designated MCBHB staff shall convene at regularly scheduled meetings with CONTRACTOR on a monthly and quarterly basis, and other meetings as applicable. The purpose of these meetings shall be to monitor client progress and program outcomes; oversee contract implementation; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The CONTRACT MONITOR does not have the authority to authorize changes requiring a contract amendment.

17. DESIGNATED CONTRACT MONITOR

Amy Haynes, Psy. D.

Behavioral Health Services Manager-South County Clinics

Monterey County Behavioral Health Bureau

200 Broadway St., Suite 70

King City, CA 93930

Direct Number: 831-386-6834

**EXHIBIT B-1:
PAYMENT AND BILLING PROVISIONS**

I. PAYMENT TYPES

Cost Reimbursed up to the Maximum Contract Amount.

4. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission for services, and CONTRACTOR'S commitment to provide services in accordance with the terms of this Agreement.

5. PAYMENT RATE

A. Monthly Payment Schedule:

Services shall be paid at the Negotiated Reimbursement rate for this Agreement, which are provisional and subject to all reporting conditions as set forth in this Exhibit B. The following program services will be paid on a 1/12th basis, not to exceed total maximum of \$706,322 for Fiscal Years (FYs) 2018-20 as follows.

TURNING POINT SERVICES FY 2017-18	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Program Director	0	\$0.00	\$ -
Employment Specialist	232	\$57.52	\$ 13,357
Supportive Services			\$ 2,988
Total Yearly Maximum Obligation			\$ 16,345

TURNING POINT SERVICES FY 2018-19	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Program Director	727	\$73.91	\$ 53,731
Employment Specialist	2,080	\$62.26	\$ 129,494
Outreach Specialist	520	\$71.75	\$ 37,315
Supportive Services			\$ 13,500
Total Yearly Maximum Obligation			\$ 234,040

TURNING POINT SERVICES FY 2019-20	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Program Director	727	\$73.91	\$ 53,731
Employment Specialist	2,080	\$62.26	\$ 129,494
Outreach Specialist	2,080	\$71.75	\$ 149,260
Supportive Services			\$ 13,500
Total Yearly Maximum Obligation			\$ 345,985

TURNING POINT SERVICES FY 2020-21	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Program Director	382	\$73.91	\$ 28,257
Employment Specialist	641	\$62.26	\$ 39,880
Outreach Specialist	520	\$71.75	\$ 37,315
Supportive Services			\$ 4,500
Total Yearly Maximum Obligation			\$ 109,952

6. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowance (CMA) as set forth in this Agreement. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in

this Exhibit B, Section III. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program (“an eligible beneficiary”), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR

after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

7. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum fiscal year amount for each Program not to exceed the funded amounts as listed in the following Section B. Maximum Annual Liability for a total maximum amount of **\$706,322** for services rendered under this Agreement.

B. Maximum Annual Liability:

Fiscal Year Liability	Amount
FY 2017-18	\$16,345
FY 2018-19	\$234,040
FY 2019-20	\$345,985
FY 2020-21	\$109,952
TOTAL MAXIMUM LIABILITY	\$706,322

The County retains the right to adjust the funding sources as may be required.

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- C. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY.
CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.
- B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
 - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
 - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services

hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.
- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
 - 1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
 - 2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
 - 3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by

CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B-1, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

**COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT**

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **TURNING POINT OF CENTRAL CALIFORNIA, INC. (TP Inc.)** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **Provide Employment Training, Job Placement and Supportive Services to Proposition 47 eligible clients in Monterey County.**

II. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

- EXHIBIT A: PROGRAM DESCRIPTION
- EXHIBIT B: PAYMENT AND BILLING PROVISIONS
- EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
- EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

- EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
- EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT G: COST REIMBURSEMENT INVOICE FORM
- EXHIBIT H: USE OF SOUTH MONTEREY COUNTY FACILITIES

III. PAYMENT BY COUNTY

- A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Provisional Rates or at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.
- B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

IV. TERM AND TERMINATION

- A. Term. This Agreement shall be effective **February 12, 2018** and shall remain in effect until **October 31, 2020**.
- B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.
- C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
 - 1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;
 - 2. CONTRACTOR'S failure to abide by Grievance decisions;
 - 3. CONTRACTOR'S failure to meet COUNTY qualification criteria;
 - 4. CONTRACTOR'S failure to submit Annual Reports, Provider's Certification, and accompanying audited financial statement, CONTRACTOR'S Year-End Cost Report Settlement and/or other supporting documents in accordance with the

terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period.
 6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
 7. CONTRACTOR loses its licensure or certification;
 8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
 9. Breach by CONTRACTOR of any confidentiality obligation;
 10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
 11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;
 12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
 13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
 14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.
- D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to

be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

- E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;
 2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;
 3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;
 4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section VIII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XI to this Agreement, professional liability insurance described in Section XII to this Agreement, annual reports and cost report settlement described in Section XIV and in accordance with Exhibit I to this Agreement, and access to and audit of records described in Section XV to this Agreement, and in accordance with all applicable laws; and
 5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

V. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

- A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act, California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB) Circular Nos. A-122 and 133, the Cost Reporting/Data Collection (CR/DC) Manual, and the Mental Health policies issued by the County of Monterey.
- B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VI. CONTRACT MONITORING AND QUALITY CONTROL

- A. The Federal, State and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timelines of services performed under this Agreement.
- B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.
- C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting, as stipulated in the Cost Reporting/Data Collection ("CR/DC") manual, are subject to special review and audit.
- D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

VII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

- A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.
- B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.
- C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- D. Exclusion from Participation in Federal Health Care Program or State Equivalent.
1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
 2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).
 - a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its

officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

- b. The OIG list is currently found at the following web address: <http://exclusions.oig.hhs.gov>. The S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp>.

VIII. PATIENT RIGHTS

- A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).
- B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

IX. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

- A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.
- B. CONTRACTOR 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 (7) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.
- C. CONTRACTOR shall comply with the Confidentiality of Patient Information requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

X. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

- A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by

telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

- B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.
- C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XI. 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.

XII. INSURANCE

- A. 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 Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

- B. Qualifying Insurers. All coverage, 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 Contracts/Purchasing Officer.
- C. 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:
1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, 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.
 2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over \$100,000 or of not less than \$500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is \$100,000 and less.
 3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
 4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

- D. 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 (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete 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 Insured 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 the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section III (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance

coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section IV.

XIII. BUDGET AND EXPENDITURE REPORT

- A. CONTRACTOR shall submit, as requested by the COUNTY, the Budget and Expenditure Report provided as Exhibit H, if made part of this Agreement, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.
- B. CONTRACTOR shall submit an electronic copy of the Six-(6) Month and the Year-to-Date Budget and Expenditure report by February 15 and by the date specified by the COUNTY, respectively, to the COUNTY using Exhibit H as the template format. The report shall include data related to the actual costs incurred, revenues earned, and the number of actual clients served by each funded program.

XIV. PREPARATION OF ANNUAL REPORT(S) AND CONTRACTOR'S YEAR-END COST REPORT SETTLEMENT

- A. Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. CONTRACTOR shall submit by COUNTY'S required deadlines the following, as it pertains to this Agreement:
1. State Cost Report.
 2. Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports.
 3. Annual Report(s), as applicable and required by the COUNTY.
 4. CONTRACTOR'S Year-End Cost Report Settlement in accordance with the terms and conditions set forth in Exhibit I, if made part of this Agreement.

Such Annual Reports, numbered (1) through (3) above, and such cost report settlement, numbered (4) above, shall be prepared in accordance with generally accepted accounting principles and Federal, State and COUNTY reimbursement requirements using forms, templates and instructions provided by the COUNTY.

- B. Preparation and Submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement in Response to Termination or Cancellation of Agreement. If this Agreement is terminated or canceled prior to June 30th of any fiscal year, CONTRACTOR shall prepare and submit to COUNTY an Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement with the COUNTY for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding and shall adhere to the terms and conditions set forth in Exhibit I, if made part of this Agreement. If Exhibit I is not a part of this Agreement, CONTRACTOR shall prepare and submit to COUNTY a cost report and any applicable reports as requested by the COUNTY.

- C. Non-submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. Failure to submit the Annual Report(s) and/or the CONTRACTOR'S Year-End Cost Report Settlement, described in Section XIV (A), within thirty (30) calendar days after COUNTY'S applicable due date(s) is a breach of this Agreement, which entitles COUNTY, in its sole and absolute discretion, to (1) disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding, (2) withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR, and/or (3) terminate this Agreement pursuant to Section IV. CONTRACTOR shall comply with Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement requirements as set forth in Exhibit I, if Exhibit I is made part of this Agreement.
- D. Cost Report Training. CONTRACTOR shall attend a one-time mandatory cost report training provided by the COUNTY. COUNTY shall provide further training as needed and as required in accordance with changes in the State cost report requirements. CONTRACTOR shall adhere to cost report training requirements and shall comply in accordance with Exhibit I, Section III, if made part of this Agreement.

XV. ACCESS TO AND AUDIT OF RECORDS

- A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.
- B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of seven (7) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, CONTRACTOR'S Year-End Cost Report Settlement, State Cost Report Settlement, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.
- C. Overpayment. If the results of any audit, CONTRACTOR'S Year-End Cost Report Settlement, or State Cost Report Settlement shows that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to

CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

- D. Responsibility for Audit and/or Cost Report Settlement Exceptions. Any and all audit and/or Cost Report Settlement exceptions by COUNTY or any Federal or State agency resulting from an audit and/or Cost Report Settlement of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.
- E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
- F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law.

XVI. NON-DISCRIMINATION

- A. Non-discrimination. During the performance of this Agreement, CONTRACTOR 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 CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR 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, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination

made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.
- F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement

shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

- G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.
- I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XVII. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

- A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'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. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient 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 and provides the opportunity for services and facilitates their use.

XVIII. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

- A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace;
 2. The person's or organization's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employees assistance programs;
 4. The penalties that may be imposed upon employees for drug abuse violations;
 5. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XIX. 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, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

XX. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this

Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XXI. GENERAL PROVISIONS

- A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, 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. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- E. 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.
- F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- G. 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.
- H. 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.
- I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

- J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.
- M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.
- O. 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 insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.
- Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. 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.

XXII. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY

Amie Miller, Psy. D, MFT,
 Behavioral Health Director
 Behavioral Health Bureau
 1270 Natividad Road
 Salinas, CA 93906
 (831) 755-4580

CONTRACTOR

Ray Banks,
 Chief Executive Officer
 Turning Point of Central CA. Inc. (TP INC.)
 615 South Atwood Street
 Visalia, CA 93277
 (559) 732-8076

**EXHIBIT A:
PROGRAM DESCRIPTION**

I. IDENTIFICATION OF PROVIDER

Turning Point of Central CA. Inc. (TP Inc.)
427 Pajaro Street
Salinas, CA 93901
831-422-8852

INCORPORATION STATUS/TYPE OF FACILITY LICENSE
501 C 3 Corporation (Community Benefit Non-Profit)

II. BACKGROUND

Turning Point of Central California, Inc. provides services in Monterey County, as well as nine other counties in California. The agency was founded in 1970, is headquartered in Visalia, California and currently operates over 40 programs, serving over 11,715 clients annually. Turning Point is recognized for the successful management of Adult and Youth Housing and Employment Service programs.

III. PROGRAM NARRATIVE

Turning Point of Central California, Inc. (TP Inc.) will offer Employment Services to all eligible clients referred from the Behavioral Health Bureau, MILPA or Sun Street Centers. TP Inc. will offer: pre-employment skills training, referral and enrollment to vocational education training or certification training through partner agencies, direct job placement, and job retention services.

This program will be designed to meet the training and employment needs of the identified target population, with a focus on serving those under Proposition 47. TP Inc. will leverage their identified collaborative partnerships throughout Monterey County. Additional resources for job seekers will be coordinated through established linkages with experienced government, private and non-profit service providers.

Services will be customer focused, and customized to meet the specific needs of an adult population with multiple barriers to employment and the local labor market. Special emphasis will be on job placement and retention in unsubsidized employment as the measure of success and primary outcome of the program. The length of the program will vary based on participant needs. One Full-Time Employment Specialist will be assigned to the program. This staff member will work under the direct supervision of the Adult Employment Services Program Director.

All services will be delivered with the philosophy of personal responsibility at its core. In support of job retention, the program will emphasize skill-building techniques aimed at providing clients with the ability to change behaviors and cope with high-risk situations, thus breaking the cycle of incarceration.

IV. PROGRAM GOALS

Turning Points Program goals are as follows:

1. CONTRACTOR will work with local partner agencies such as Center for Employment Training (CET) and Regional Occupational Training (ROP) to provide Vocational Educational Training to Proposition 47 Clients referred to Turning Point.
2. CONTRACTOR shall assist referred Proposition 47 clients with online vocational certifications.
3. CONTRACTOR will also assist clients with obtaining his/her GED should it be identified as a barrier to employment.
4. CONTRACTOR shall provide outreach/information sessions in the community.
5. CONTRACTOR shall coordinate services with other service providers, including primary health care services, mental health services, substance use disorder services, legal services, reclassification services and other human service agencies involved in the services provided.
6. CONTRACTOR shall have the capacity (Spanish/English bilingual staff, training, organizational climate) to deliver services in a manner that is culturally competent and linguistically appropriate for diverse cultures in Monterey County.
7. CONTRACTOR shall provide services in the client's preferred language (Spanish and English). Friends or family members will not be expected to translate.
8. CONTRACTOR shall participate and attend the South County Collaborative meetings held on a bi-monthly basis.

V. SERVICES TO BE PROVIDED:

Core A Services- Self Service and information services will be provided at co-located agencies. These services will include Labor Market Information, job leads, job search and placement assistance, information which can be accessed by the job seeker through the use of technology.

Core B Services – Clients requiring employment support will be referred to Core B assisted activities. These activities will involve staff assisted job search and placement assistance, career counseling, job referrals, job development including working with employers, workshops and job clubs, and follow up services including essential employability skills counseling.

Intensive Services/Employment Specialist–Case Management will begin at the onset of Intensive Services. The Employment Specialist will prepare and coordinate comprehensive employment plans for clients to ensure access to the necessary training and supportive services, use of computer based technologies, and job and career counseling during program participation and after job placement. The Employment Specialist will provide supportive mentoring of individuals. All these activities will support direct placement search or the transition into training services.

The Employment Specialist will meet with his/her client no less than weekly at the beginning of intensive services and bi-weekly as the client becomes successfully engaged in program services, job search, training, employment, etc. All meetings will be documented on a case note form and maintained in the client file. Client meetings will include ongoing Pre-employment and Job Retention Skills Training. This training will

reinforce with clients “how to get a job”, “how to keep a job”, and “how to advance on a job.”

Bi-weekly case staffing meetings will be conducted to review each client case. Evaluation findings will be documented in case notes and a consensus reached in service delivery strategy for the upcoming week. Case Management will be an integral part of job retention which is vital to a trusting and responsible relationship with the client that enables staff to provide optimum support to throughout the reintegration process.

Objective Assessment- TP Inc. will provide a comprehensive Objective Assessment for each client, consisting of an examination of the individual’s capabilities, needs and vocational potential to develop a service strategy and employment goal. Assessments will be client-centered and evaluate employment barriers, considering the clients ‘family situation, work history, education, occupational skills, interests and aptitudes. Staff will also assess for attitudes towards work, motivation, behavior patterns affecting employment potential, financial resources and needs, and need for supportive services.

Individual Employment Plan (IEP)- The Employment Specialist will develop, with the client, an IEP outlining his/her employment goals and the services required to realize those objectives. The results of the Objective Assessment, an overview of the client’s status, and the client’s input will form the basis of the IEP. The IEP will include: Client’s employment goal(s); rationale for employment goal selection; barriers to employment; counseling regarding non-traditional work; educational opportunities; self-sufficiency requirements; client’s objectives and need for supportive services. The IEP will be used as a plan to guide the client on the path to self-reliance with clearly identified employment goals. The document will be signed and dated by the Employment Specialist and the Client. the IEP will be reviewed by the Employment Specialist with the Client on a monthly basis and may be revised as needed based on updated assessments. All changes will be documented by the Employment Specialist in the IEP.

Employability Workshops- Classroom instruction will be provided by the Employment Specialist and begin following the development of the IEP. Training will include The Change Companies interactive journaling “Employment Skills” and the following curriculum:

Life Skills Training: Soft skill development; cognitive skills for behavior change; emotional and physical wellness; substance abuse, anger management; relationships; self-sufficiency; goal setting; financial planning; transportation; housing; **Pre-Employment Skills:** gathering information, identification of skills; “portfolio” development; applications; resumes; interviewing; job search; phone etiquette writing and basic office machine skills; employer expectations; job retention. **Marketable Work Habits:** grooming; reliability; punctuality and attendance; effective communications; conflict resolution; teamwork; problem solving; ethics; career advancement.

Support Services- TP Inc. will provide information and referral for participants needing Support Services, starting with orientation to the program. Support Services will include but not be limited to, work tools and safety equipment, food, interview clothing, tattoo removal and transportation. Training for participants in finances and money management will be integrated into the support service delivery system. Clients will be taught how to plan for their needs with the objective of self-sufficiency in mind. Clients enrolled into Intensive Services who need Supportive Services and unable to meet these needs through their own resources, or those of other service providers, will be provided Supportive Services necessary for employment.

Counseling- Will begin at the commencement of staff-directed Core Services. Counseling services will be delivered both individually and in group activities. IEP Counseling will be provided on a bi-weekly basis as soon as the plan is developed and will continue until the completion of each objective.

Comprehensive career counseling will be provided for clients in intensive services and continue during follow-up. Career counseling will be provided by TP Inc. staff with input from the employer community. Clients will be encouraged to attend community job fairs and utilize technology based data. TP Inc. will utilize specific tools to aid in career counseling, which include the PAR Self-Directed Search (a guide to educational and vocational planning), and the Occupational Exploration Guide (a guide to career, learning and lifestyle options).

Workplace culture, ethics and attitude counseling will be integrated into all TP Inc. services. High standards of work habits will be modeled by all staff members.

Follow-up Services- Follow-Up services will start after exit from the program and will be conducted at a minimum of; 1st Quarter, 2nd Quarter; 3rd Quarter and 4th Quarter and more often as individual needs indicate. TP Inc. will follow up through: phone contacts; work-site visits; mail correspondence; employer contacts; retention strategies.

The Agency will continue to be available to all clients following placement into unsubsidized employment. Placed clients will be encouraged to maintain regular office contacts, and form support groups. Community links already in place will continue. Should reemployment become necessary, TP Inc. will offer a full array of employment services.

VI. PROGRAM OBJECTIVES

1. To receive up to 80 individual referrals per fiscal year who will receive a combination of Core A and/or Core B Services.
2. Approximately 30 individuals participating in employment services will complete an enrolled program per fiscal year.
3. Approximately 15 individuals will be placed in unsubsidized employment per fiscal year.

VII. PROGRAM REFERRALS

Referrals will be made by MCBHB, Sun Street Center and MILPA using a Universal Referral Form. At the onset of referral, communication between TP Inc. Inc. staff and the

authorized referring agency will commence and remain a vital element throughout the clients' participation in program services.

VIII. ORIENTATION

Orientations to program services will be conducted on face to face basis. Orientations will provide the client with information on TP Inc. Employment Services as well as partnership and community resources. Clients will be advised of documents necessary for eligibility and initial assessment.

IX. ELIGIBILITY AND INITIAL ASSESSMENT

Eligibility and Initial Assessment appointments will be available within 5 working days following orientation. The client will be screened for program eligibility using an initial assessment tool designed to identify issues such as medical, psychological, legal and other issues that may be a barrier to employment. If it is determined that with TP Inc. assistance the client is ready to seek employment, enrollment will be conducted immediately and a case file started. Enrollment will initiate client employment services. Clients in need of remediation prior to employment will be referred to suitable community services with the goal of enrollment following resolution. MCBHB will be notified of the initial assessment status.

X. POPULATION/CATCHMENT AREA TO BE SERVED

All Prop 47 eligible adults (18 years and older), who reside in Monterey County and are referred by one of the following agencies: MCBHB, Sun Street Centers and MILPA.

Individuals under illegal substance influence may be excluded from Program participation.

VII. CLIENT DESCRIPTION/FINANCIAL ELIGIBILITY

All Monterey County Proposition 47 adults may receive services regardless of ability to pay or Medi-Cal eligibility.

VIII. LIMITATION OF SERVICE / PRIOR AUTHORIZATION

Referrals for admission to Turning Point Program services will be initiated by MCBHB, MILPA or Sun Street Centers

IX. PROGRAM REFERRALS

Populations served are eligible Monterey County Proposition 47 adults.

X. SERVICE DELIVERY SITE

I. Service Delivery Sites in South County:

- I. King City Clinic
200 Broadway, Suite 70
King City, CA 93930
(831) 422-8852
2. Gonzales Clinic
411 Center Street
Gonzales, CA 93926
(831) 422-8852

II. Hours of Operation

The King City Office will provide services 20 hours per week, Monday – Friday from 8:00 a.m. to 5:00 p.m.

The Gonzales Office will provide services 20 hours per week, Monday – Friday from 8:00 a.m. to 5:00 p.m.

Services will be made available, whenever possible, at the convenience of the client.

XI. REPORTING REQUIREMENTS

Outcome Data Reporting

CONTRACTOR will be required to report outcomes data regularly to COUNTY according to the requirements set forth by the Bureau of State and Community Corrections (BSCC) and BHB.

Individual participant data will be collected for each participant from referral to discharge. Collected data shall reflect dates, services received, outcome of service delivery and related participant expenditures. Through AVATAR, all required data will be entered into the web-based software application. Users shall be responsible for maintaining confidentiality of their user license; accurately enter data on a daily to weekly basis, and notify MCBHB Administrators of identifies issues related to access, data entry, or training needs.

XII. MEETINGS/COMMUNICATIONS

The CONTRACT MONITOR and designated MCBHB staff shall convene at regularly scheduled meetings with CONTRACTOR on a monthly and quarterly basis, and other meetings as applicable. The purpose of these meetings shall be to monitor client progress and program outcomes; oversee contract implementation; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The CONTRACT MONITOR does not have the authority to authorize changes requiring a contract amendment.

XIII. DESIGNATED CONTRACT MONITOR

Amy Haynes, Psy. D.

Behavioral Health Services Manager-South County Clinics

Monterey County Behavioral Health Bureau

200 Broadway St., Suite 70

King City, CA 93930

Direct Number: 831-386-6834

**EXHIBIT B:
PAYMENT AND BILLING PROVISIONS**

I. PAYMENT TYPES

Cost Reimbursed up to the Maximum Contract Amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission for services, and CONTRACTOR'S commitment to provide services in accordance with the terms of this Agreement.

III. PAYMENT RATE

A. Payment Schedule:

Services shall be paid at the Negotiated Reimbursement rate for this Agreement, which are provisional and subject to all reporting conditions as set forth in this Exhibit B. The following program services will be paid at a maximum amount not to exceed **\$505,629** for Fiscal Years (FYs) 2017-21 as follows.

TURNING POINT SERVICES FY 2017-18	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Program Director	263	\$73.91	\$ 19,463
Employment Specialist	1,011	\$57.52	\$ 58,159
Supportive Services			\$ 9,000
Total Yearly Maximum Obligation			\$ 86,622

TURNING POINT SERVICES FY 2018-19	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Program Director	542	\$73.91	\$ 40,043
Employment Specialist	2,080	\$57.52	\$ 119,642
Supportive Services			\$ 13,500
Total Yearly Maximum Obligation			\$ 173,185

TURNING POINT SERVICES FY 2019-20	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Program Director	542	\$73.91	\$ 40,043
Employment Specialist	2,080	\$57.52	\$ 119,642
Supportive Services			\$ 13,500
Total Yearly Maximum Obligation			\$ 173,185

TURNING POINT SERVICES FY 2020-21	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Program Director	382	\$73.91	\$ 28,257
Employment Specialist	693	\$57.52	\$ 39,880
Supportive Services			\$ 4,500
Total Yearly Maximum Obligation			\$ 72,637

IV. PAYMENT CONDITIONS

- A. **If** CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Allowance (CMA) as set forth in this Agreement. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program,

as identified in this Exhibit B, Section III. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program (“an eligible beneficiary”), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which

remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum fiscal year amount for each Program not to exceed the funded amounts as listed in the following Section B. Maximum Annual Liability for a total maximum amount of **\$505,629** for services rendered under this Agreement.

B. Maximum Annual Liability:

Fiscal Year Liability	Amount
FY 2017-18	\$85,622
FY 2018-19	\$173,185
FY 2019-20	\$173,185
FY 2020-21	\$72,637
TOTAL MAXIMUM LIABILITY	\$505,629

The County retains the right to adjust the funding sources as may be required.

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain

Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically

necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY. CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.
- B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the

denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
 - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
 - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.
- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
 - 1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
 - 2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
 - 3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B-1, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

**EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION**

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq.*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

“Patient information” or “confidential information” includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “patient information” or “confidential information” includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement 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. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

 _____ Signature of Authorized Representative	TURNING POINT OF CENTRAL CALIFORNIA, INC. (TP INC.) _____ Business Name of Contractor Raymond R. Banks _____ Name of Authorized Representative (printed) Chief Executive Officer _____ Title of Authorized Representative
 _____ Date	

**EXHIBIT D:
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION
ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

CONTRACTOR: (Please check A or B)

- A. Employs fewer than fifteen persons;
- B. Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Business Name		TURNING POINT OF CENTRAL CALIFORNIA, INC. (TP INC.)	
Name of Contractor's Designee		Mr. Raymond R. Banks	
Title of Designee		Chief Executive Officer	
Street	615 South Atwood Street		
City	Visalia	State	CA
		Zip	93227
IRS Employer Identification Number		XX-XXX9862	
I certify that the above information is complete and correct to the best of my knowledge and belief.			
Signature of Contractor		Date <u>11/19/18</u>	

EXHIBIT E:**ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY**

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:**Quality Improvement**

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.

EXHIBIT F:
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective **February 1, 2018** (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and **TURNING POINT OF CENTRAL CALIFORNIA, INC. (TP INC.)** (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. Definitions

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. Permitted Uses And Disclosures Of PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to

accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. Responsibilities Of The Parties With Respect To PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. Terms And Termination

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. Miscellaneous

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant

provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

TURNING POINT OF CENTRAL CALIFORNIA, INC. (TP INC.) Monterey
County
115 East San Luis Street, Salinas, CA 93901
Attn: Deborah Carrillo, Executive Director
Tel: (831) 758-9421

If to Covered Entity, to:

Monterey County Health Department, Behavioral Health Bureau
1270 Natividad Road, Salinas, CA 93906
Attn: Amie Miller, Psy. D, MFT, Behavioral Health Director
Tel: (831) 755-4580
Fax: (831) 755-4980

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the

County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

**COUNTY OF MONTEREY, ON BEHALF
OF THE HEALTH DEPARTMENT**

**[BUSINESS ASSOCIATE]
TURNING POINT OF CENTRAL
CALIFORNIA, INC. (TP INC.)**

By: 

By: 

Print Name: Ezequiel Vega

Print Name: Raymond R. Banks

Print Title: Assistant Director

Print Title: Chief Executive Officer

Date: 03/06/18

Date: 1/19/18

BAA- Health Department Revised 12/12/2014

EXHIBIT G: Behavioral Health Cost Reimbursement Invoice and Budget Tracking Sheet

Contractor: Turning Point of Central California (TP) Program:		Contract Number:	Fiscal Year: 2017-18
Address Line 1: 115 East San Luis St. Address Line 2: Salinas, California 93901		County PO No.:	
Tel. No.: 831 758-9421		Invoice Period:	
Fax No.:		Final Invoice: (Check if Yes)	
Contract Term: February 12, 2018 to June 30, 2018		BH Control Number	
BH Bureau: Alcohol and Drug/Prop 47 Program			

Service Description	Total Contracted Units Of Service	Units Of Service Delivered this Period	Tot Units Of Service Delivered as of Last Period	Units Of Service Delivered to Date(OTD)	% Delivered to Date of Contracted UOS	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount*	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining*	% of Total Contract Amount
Non-Drug / Medi-Cal Employment Services				0	#DIV/0!	0	#DIV/0!	\$86,622	\$0.00	\$0.00	\$86,622.00	100%
				0	#DIV/0!	0	#DIV/0!		\$0.00	\$0.00	\$0.00	#DIV/0!
				0	#DIV/0!	0	#DIV/0!		\$0.00	\$0.00	\$0.00	#DIV/0!
				0	#DIV/0!	0	#DIV/0!		\$0.00	\$0.00	\$0.00	#DIV/0!
TOTALS	0	0	0	0		0		\$86,622	\$0.00	\$0.00	\$86,622.00	

* May differ due to rounding

PROVIDER CERTIFICATION

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Title: Executive Director
 Staff available for questions: _____ Staff Telephone Number: (831) 758-9421
 Ray Banks

COUNTY CERTIFICATION

Send to: Behavioral Health Claims Section
 1270 Nathviad Road
 Salinas, California 93906
 Behavioral Health Authorization for Payment
 Authorized Signatory _____ Date _____

TURNING POINT OF CENTRAL CALIFORNIA, INC. (TP INC.)
 FY 2017-21

**EXHIBIT H:
USE OF SOUTH MONTEREY COUNTY FACILITIES**

TURNING POINT Monterey County agrees to:

1. Access and use one (1) designated office space, one (1) desk, and chair(s) as necessary, in each of the respective City of King City and Gonzales clinic facilities to provide services to South County residents.
2. Provide and use Turning Point equipment such as telephone, fax, copier, computer and supplies, and incur those related costs for the services provided and client operations.
3. Schedule and coordinate with the South County Behavioral Health Services Manager and/or other County staff member as designated by County, on an as needed basis, to provide TURNING POINT related services as outlined in Exhibit A for one day each week in each of the respective City of King City and Gonzales clinic facilities for use of designated office space (except on a County observed holiday) during County business hours.
4. Provide advance notice of any changes for designated office space use to the South County Behavioral Health Services Manager and/or other County staff member as designated by County, on an as needed basis.
5. Meet and communicate about building access schedule with the South County Behavioral Health Services Manager and/or other County staff member as designated by County, on an as needed basis.

COUNTY agrees to:

1. Provide one (1) designated office space with one (1) desk, and chair(s) as necessary in each of the respective City of King City and Gonzales City facilities to TURNING POINT for one (1) TURNING POINT bi-lingual staff member to provide employment and supportive services to South County Prop 47 residents.
2. Schedule and coordinate with TURNING POINT and/or other TURNING POINT staff member as designated by TURNING POINT, on an as needed basis, to accommodate the services of TURNING POINT for two days each week in the City of King City and Gonzales facilities for use of designated office space (except on a County observed holiday) during County business hours.
3. Provide advance notice of any changes for designated office space use to the TURNING POINT President and/or other TURNING POINT staff member as designated by TURNING POINT, on an as needed basis.
4. Meet and communicate about building access schedule with the TURNING POINT Manager and/or other TURNING POINT staff member as designated by TURNING POINT, on an as needed basis.

The County shall not be responsible for TURNING POINT personnel and clients. In the event that a member of the staff and/or patient misuses the clinic facilities and/or clinic equipment in any way, TURNING POINT shall immediately remove the staff member(s) and/or client from the respective clinic facility.



Monterey County

Item No.31

Board Report

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

Legistar File Number: A 21-007

January 12, 2021

Introduced: 12/23/2020

Current Status: Health Department -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Accept a Grant Award of up to \$1,826,083 funded by the Department of Health Care Services Behavioral Health Integration (BHI) Incentive Program and administered by the Central California Alliance for Health (CCAH) to fund activities increasing behavioral health integration in a primary care setting; and
- b. Ratify execution by the Director of Health of a Memorandum of Understanding (MOU)#0120-MCHD-CS-BHI2 between the County of Monterey Health Department, on behalf of its Clinic Services Bureau (Clinic Services) and Central California Alliance for Health (CCAH), for activities to increase behavioral health integration capacity under the Department of Health Care Services' Behavioral Health Integration Incentive Program for the program period January 1, 2021 to December 31, 2022.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Accept a Grant Award of up to \$1,826,083 funded by the Department of Health Care Services Behavioral Health Integration (BHI) Incentive Program and administered by the Central California Alliance for Health (CCAH) to fund activities increasing behavioral health integration in a primary care setting; and
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SUMMARY/DISCUSSION:

The objective of the DHCS Behavioral Health Integration (BHI) Incentive Program, administered by CCAH, is to incentivize plans to improve physical and behavioral health outcomes, care delivery efficiency, and patient experience by establishing or expanding fully integrated care in a Medi-Cal managed health care plan's (MCP) network.

On January 15, 2019, the Director of Health notified the Board of Supervisors of the intent of the Monterey County Health Department to submit a grant application to CCAH for the BHI Incentive Program.

Due to COVID-related delays, Clinic Services was notified of the grant award on November 17,

2020. The delays compressed the program timeline from three (3) years to two (2) years and required adjustments to the grant milestones, which delayed the receipt of a final MOU by Clinic Services to December 18, 2020 with an MOU execution deadline of December 31, 2020.

Approval of the recommended action will allow Clinic Services to comply with BHI's requirement to begin grant activities by January 1, 2021.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Initiatives: 1.) Engage MCHD workforce and improve operational functions to meet current and developing population health needs. It also supports one or more 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, and 8) Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed as to form.

FINANCING:

The total amount of the BHI grant is \$1,826,083 and its program period is from January 1, 2021 thru December 31, 2022. Upon achieving milestones specified, Clinic Services will receive grant payments up to \$330,868 for the Readiness Phase, ending March 31, 2021, \$747,608 for Program Year 1, which ends December 31, 2021 and \$747,608 for Program Year 2, which ends December 31, 2022.

Sufficient appropriations are available in the FY2020-21 Health Department Clinic Services Approved Budget (4000-HEA007) to implement the BHI grant for the Readiness Phase and continue with Year 1 requirements thru June 30, 2021. Clinic Services' FY2021-22 Budget will request additional allocations to continue Project Year 1 and Project Year 2. There is no financial impact to the General Fund resulting from the approval of this Memorandum.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Mark a check to the related Board of Supervisors Strategic Initiatives

Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Prisca Segovia, Management Analyst II, 755-4939

Approved by:

_____ Date: _____

Elsa Jimenez, Director of Health, 755-4526

Attachments:

Memorandum of Understanding is on file with the Clerk of the Board



Monterey County

Item No.

Board Report

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

Legistar File Number: A 21-007

January 12, 2021

Introduced: 12/23/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

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Legistar File Number: A 21-007

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This work supports the Monterey County Health Department 2018-2022 Strategic Plan Initiatives: 1.) Engage MCHD workforce and improve operational functions to meet current and developing population health needs. It also supports one or more 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, and 8) Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed as to form.

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Mark a check to the related Board of Supervisors Strategic Initiatives

Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

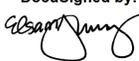
Public Safety:

Legistar File Number: A 21-007

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Prisca Segovia, Management Analyst II, 755-4939

Approved by:

DocuSigned by:


Date: 1/6/2021 | 10:15 AM PST

C7A30BA59CA8423...

Elsa Jimenez, Director of Health, 755-4526

Attachments:

Memorandum of Understanding is on file with the Clerk of the Board

1600 Green Hills Road, Ste. 101
Scotts Valley, CA 95066-4981
831-430-5500

950 East Blanco Road, Ste. 101
Salinas, CA 93901-4487
831-755-6000

530 West 16th Street, Ste. B
Merced, CA 95240-4710
209-381-5300



December 18, 2020

Elsa Jimenez
Director of Health
Monterey County Health Department - Clinic Services Bureau
1441 Schilling Place, South Building - First Floor
Salinas, CA 93901

Dear Ms. Jimenez:

It is my pleasure to inform you that the California Department of Health Care Services (DHCS) has approved funding for your Behavioral Health Integration (BHI) Incentive Program project. The Central California Alliance for Health (the Alliance) is will responsible for providing oversight of the project and reporting to DHCS on your project status.

This Memorandum of Understanding (MOU) referenced herein will serve as the agreement between the Alliance and Monterey County Health Department - Clinic Services Bureau during the course of the project term. Please note that you agreed to the terms of the MOU when you submitted your application in January 2020. The MOU has since been customized for your project and updated to include specifics regarding, project timeline, total eligible funding, revised milestones and reporting requirements. The specific terms of your approved project are listed below:

Project Selected: BHI Project 3.2 Maternal Mental Health and Substance Use

Total Eligible Funding: \$1,826,083

Project Timeline: January 1, 2021 – December 31, 2022

Grant Term: January 1, 2021 – March 31, 2023

Project Goal: Increase prenatal and postpartum access to mental health and substance use disorder screening and treatment.

Monterey County Health Department - Clinic Services Bureau is responsible for completing the project milestones and reporting on milestones and performance metrics, as set forth in the BHI Incentive Program MOU, Exhibit 1A: Project Application, Revised Milestones. The MOU contains specific requirements for milestone and performance measure reporting, and the payment schedule.

The MOU is due to the Alliance executed with a signature of an officer of your organization by December 28, 2020 via DocuSign signature submission. Please note that you will receive an automatic email notification from DocuSign when the MOU has been signed by both parties. Following, you will receive an email from Alliance Grant Program staff informing you when your fully executed MOU is available in the Alliance's online grant portal. Reporting templates will be available in the online grant portal after DHCS finalizes detailed reporting requirements.

If you have any questions or any technical difficulties using the DocuSign process, please contact Grant Program staff at grants@ccah-alliance.org or (831) 430-5784.

We are proud to partner with you to expand behavioral health access for Medi-Cal members in our community.

Sincerely,

A handwritten signature in blue ink that reads "Kathleen McCarthy".

Kathleen McCarthy
Strategic Development Director

**DHCS Behavioral Health Integration Incentive Program
Memorandum of Understanding (MOU)**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTEREY COUNTY HEALTH DEPARTMENT – CLINIC SERVICES BUREAU
AND
CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
FOR PROPOSITION 56 VALUE-BASED PAYMENT BEHAVIORAL HEALTH
INTEGRATION INCENTIVE PROGRAM**

This Memorandum of Understanding (“MOU”) is made and entered into as of 12/21/2020 | 10:19 AM PST between Monterey County Health Department – Clinic Services Bureau (“Provider”) and Central California Alliance for Health (“Plan”) in order to facilitate successful implementation of the Provider’s Behavioral Health Integration project (“BHI Project”) set forth in the approved BHI Incentive Program application which has been funded in the amount of \$1,826,083.

Whereas, Section 14188.1 of the Welfare and Institutions Code authorized the Department of Health Care Services (“DHCS”) to develop the Proposition 56 Value-Based Payment (“VBP”) Program, including the Behavioral Health Integration (“BHI”) program in Medi-Cal managed care, with the goals of improving physical and behavioral health outcomes, efficiency in care delivery, and improved patient experience by integrating and coordinating primary care, mental health, and substance use disorder treatment for Medi-Cal beneficiaries; and,

Whereas, DHCS established an application process in partnership with managed care plans whereby eligible providers submitted BHI Incentive Program applications establishing BHI project(s) to be considered for BHI Incentive Program payments, and incentivized plans to oversee and administer payment for approved BHI project(s); and,

Whereas, the Provider’s BHI project(s) has been selected by the Plan for the BHI Incentive Program according to the terms of the Provider’s BHI Incentive Program application; and,

Whereas, the Plan is responsible for oversight and administration of payments to the Provider consistent with the terms of the BHI Incentive Program, any terms imposed as a condition of federal approval of the BHI Incentive Program, and any DHCS guidance related to the BHI Incentive Program.

BHI MOU Alliance – Monterey County Health Department – Clinic Services Bureau (BHI2) -
Page 1 of 6

Therefore, the Provider and Plan agree as follows:

1. **Term.** The term of this MOU shall begin on January 1, 2021 and shall terminate on March 31, 2023. This term accounts for the Program Readiness period which is the first quarter of Year 1 (January 1, 2021 – March 31, 2021), the two-year project period from January 1, 2021 through December 31, 2022, and an additional quarter for reporting after the end of the project.
2. **Termination.** The terms of this MOU are contingent upon BHI Incentive Program application approval, the availability of sufficient state and federal Medicaid funding, and all necessary federal approvals to be obtained by DHCS. Should sufficient funds not be allocated, or federal financial participation be unavailable, services may be modified accordingly, or this MOU can be terminated by any party after giving 30 days advance written notice. The Plan may terminate this MOU with 30 days advance written notice to the Provider and DHCS due to the provider's failure to meet terms of a corrective action plan as set forth in Section 5 (Corrective Action).
3. **Scope.** The Provider is responsible for compliance with the project and the implementation of milestones, as set forth in their BHI Incentive Program application, the milestones of which have been revised and mutually agreed upon between Plan and Provider, and attached as Exhibit 1A – BHI Project Application, Revised Milestones and incorporated here by reference. The Provider is also responsible for reporting to the Plan on the achievement of milestones and objectives consistent with the terms of the BHI Incentive Program application. The Provider shall promptly notify the Plan of any material change in information submitted in support of the project or the BHI Incentive Program application, including changes in organizational leadership, business operations, and financial standing. The Plan is responsible for overseeing the project, including monitoring and verifying milestone achievement and administering payments consistent with the terms of the project or the BHI Incentive Program application, any terms imposed as a condition of federal approval of the BHI Incentive Program, and any subsequent DHCS guidance related to the BHI Incentive Program.
4. **Confidentiality.** Plan and Provider collaboration in support of the project may require the exchange of confidential or proprietary information ("Confidential Information") as may be identified by either party. The Plan and Provider agree to abide by processes and requirements applicable to the exchange of either party's respective confidential information, in accordance with applicable state or federal

law.

5. **Corrective Action.** In recognition of the need for project flexibility, the Plan may utilize a corrective action plan, or other mutually agreed upon or DHCS-required mechanism, for modifying the project terms to facilitate the Provider's compliance with project terms or to adjust project goals and objectives and related payments, as necessary. Such modifications are subject to DHCS review and approval. Provider noncompliance with modified project terms may result in termination of this MOU consistent with Section 2 (Termination). In the event of project termination, the Provider shall return funds as directed by the Plan.

6. **Provider Responsibilities:**

- A. **Use of Funding**

- i. The Provider shall expend project award funds for the purposes of carrying out activities and achieving milestones as set forth in the approved project.
 - ii. The Provider shall document to the Plan, in a form and manner determined by the Plan, that project activities have been carried out and milestones have been achieved. The Provider shall document the use of all funds in a form and manner determined by the Plan. The Provider shall return any funds not expended from the Program Readiness payment for any milestones are not completed.
 - iii. To the extent the Provider does not or is unable to carry out the project activities and achieve milestones in their entirety as outlined in Exhibit 1A, the Provider shall notify the Plan and return any funds that the Provider may have received related to those project activities or milestones.

- B. **Practice Redesign and Infrastructure Development Reporting**

- i. The Provider will implement the practice redesign and infrastructure development components (otherwise known as "Readiness Activities") set forth in Exhibit 1A.

The Provider shall report to the Plan the completion of the project's Readiness Activities milestones.

- C. **Milestone Achievement**

- i. The Provider will perform tasks necessary to meet milestones required by the BHI Incentive Program application. The Provider shall provide the Plan with information necessary to demonstrate completion of Year 1 and Year 2 milestones, via quarterly reporting. Reporting templates will be provided by the Plan based on DHCS reporting guidelines and available in the Plan's online grant portal.

D. **Measure Reporting**

- i. The Provider will report to the Plan on target population measures (outlined in Exhibit 1A) on a schedule and in a format and process required by the BHI Incentive Program application and any subsequent DHCS guidance related to the BHI Incentive Program. The Provider will submit performance measure data on a reporting template provided by DHCS and available on the Plan's online grant portal.
- ii. After the Program Readiness period and as directed by DHCS, the Provider will report baseline data for the required performance measures. The Provider will also report annually on the performance measures.
- iii. The Provider will report measures to the Plan consistent with the specifications required by the respective measure author (e.g., National Committee for Quality Assurance).

7. **Plan Responsibilities**

- A. **Monitoring Project Milestones and Measures.** The Plan will collect and evaluate all information related to implementation of the Provider's project for the purposes of ensuring progress toward the Provider's goals and objectives, reporting to DHCS and other objectives as set forth in the BHI Incentive Program application.
- B. **Reporting to DHCS.** The Plan will report to DHCS on the project status as specified in the terms of the BHI Incentive Program application, the terms of federal approval for the BHI Incentive Program, and any applicable DHCS-issued guidance.
- C. **Information Exchange.** The Plan will provide the Provider with the following information to support the provider on reporting project

target population(s):

- i. Performance Measures reporting template, instructions, and technical specification guide as provided by DHCS.
- ii. Providers who hold an existing provider agreement with the Plan will have access to the information available in the Provider Portal.

D. Administration of Project Funds

- i. **Initial Payment.** Within 30 days of the managed care plan's execution of this MOU, the Plan will provide the initial payment, (otherwise known as Readiness Activities payment) to the Provider as set forth in the terms of the project (Exhibit 1A) and BHI Incentive Program application.
 - ii. **Milestone Payments.** Subsequent to the initial payment, all ongoing payments to the Provider will be tied to achieving practice redesign milestones required by terms of the project (Exhibit 1A) and BHI Incentive Program application. The Plan will remit milestone payments to the Provider within 20 business days of the Provider's successful demonstration to the Plan via quarterly reporting of each milestone achievement per the terms of the project. The Plan may adjust milestone measurement and related payments consistent with the terms of a corrective action plan. The Plan will not make any milestone payment until all past due reporting is completed.
8. **Liaison.** The Plan and Provider will each designate a liaison(s) to serve as a point of contact for activities performed related to this MOU.
 9. **MOU Monitoring.** The Plan and Provider will meet on a mutually agreed upon frequency, or upon request to monitor the performance of parties' responsibilities related to this MOU.
 10. **Dispute Resolution.** If there is a dispute that cannot be resolved by the parties through Section 9 "MOU Monitoring," either party can submit a request for resolution to the Department of Health Care Services. A party shall give the other five business days of notice of its intent to submit a request for resolution.

Witness whereof, the parties hereto have executed this MOU as of 12/21/2020 | 10:19 AM PS

Attest:

Monterey County Health Department – Clinic Services Bureau

Elsa Jimenez

By:

Director of Health

DocuSigned by:

12/21/2020 | 10:19 AM PST
C7A30BA59CA8423...

Central California Alliance for Health

By:

ATTACHMENTS:

Included in MOU

Exhibit 1A – BHI Project Application, Revised Milestones

Monterey County Health Department – Clinic Services Bureau

Approved as to Legal Form:

DocuSigned by:

By: _____
00EE1B99F444A9...
County Counsel

Date: 12/21/2020 | 9:21 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:

By: _____
D3834BFEC1D8449...
Auditor-Controller

Date: 12/21/2020 | 9:39 AM PST

**Monterey County Health Department - Clinic Services Bureau
Exhibit 1A – BHI Project Application, Revised Milestones**

3.2 Maternal Mental Health and Substance Use

Applicant Information	
Organization Name	Monterey County Health Department - Clinic Services Bureau
County	Monterey
% of Medi-Cal Members Served Per Year	78%

Specific Target Population: Please identify target population(s) to be served by this project.	
Target Population	
Pediatric	
Adolescent	
Adult	X

Medi-Cal members: Please provide an estimate of the number of Medi-Cal members who will be impacted by this project.
Number of individuals
1,000

	Readiness Activities (Q1 2021)	Project Year 1 (2021)	Project Year 2 (2022)	Project Years 1 & 2 (Combined)	TOTAL
Total Funds Requested:	\$ 330,867	\$ 747,608	\$ 747,608	\$ 1,495,216	\$ 1,826,083
Total Eligible Funding:	\$ 330,868	\$ 747,608	\$ 747,608	\$ 1,495,215	\$ 1,826,083

The totals for Y1 and Y2 Total Funds Requested may exceed the totals for Y1 and Y2 Eligible Funding, but the combined Y1-Y2 Total Funds Requested may not exceed the combined Y1-Y2 Eligible Funding.

Readiness Activities (Q1 2021)	
Readiness Activity Milestones: Readiness activity milestones to be completed that support the flat funding amount requested.	
Milestone Description	Funds Requested
Readiness-1: Patient Navigator: by end of March 2021. Implementation Impact: Coordination, patient outreach, and collection of measures. a. Develop job description for this new role. b. Hire 2 patient navigators and train him/her on clinical care/use of computer. c. Enhance OCHIN/Well utilization for use by navigator. Research supports the use of text messaging as a useful tool in outreach to support attendance. Completion Date: March 31, 2021	\$ 39,684.00
Readiness-2: Reporting Performance Measures: Achieve below by end of March 2021. Implementation Impact: Ability to source data and report on measures. a. Develop in-house data mining/reporting capacities for baseline data reporting. b. Write reports / validate reports. c. Develop skills and IT to understand different sources of data for project measures and begin to develop project related measure reporting. Completion Date: March 31, 2021	\$ 57,463.50

Monterey County Health Department - Clinic Services Bureau Exhibit 1A – BHI Project Application, Revised Milestones	
3.2 Maternal Mental Health and Substance Use	
<p>Readiness-3: Tablets: Acquire tablets by end of March 2021. Implementation Impact: Easier collection of measures; patient engagement and experience.</p> <p>a. Purchase tablets. (Tablets are new to the clinics and offer a new opportunity to expand patient self-assessment, education and engagement.) b. Work with vendor to enable tablets to interface with EPIC. c. Tablet workflow development.</p> <p>Completion Date: March 31, 2021</p>	\$ 40,500.00
<p>Readiness-4: Behavioral Health Service Capacity: Implementation Impact: Increased access to screening and treatments and opportunity for warm hand offs according to patient needs.</p> <p>a. Designate a licensed behavioral health provider for project by 3/31/2021. b. Begin development of curriculum for 1:1 counseling. c. Begin training other SW staff in perinatal depression and addiction counseling.</p> <p>Completion Date: March 31, 2021</p>	\$ 18,794.50
<p>Readiness-5: Data Integration: ongoing work to end of March 2021. Implementation Impact: Better data improves care delivery, experience outcome and better linkage to appropriate treatment. Supports development of improved infrastructure, coordinated comprehensive care and reporting on measures.</p> <p>a. Work with BH and our EHR provider, Oregon Community Health Information Network (OCHIN) to develop a framework for data exchange, exploring ultimate goal of bi-directional data exchange. b. Review consents for accessing patient's BH records. c. Participate on e-Master Patient Index.</p> <p>Completion Date: March 31, 2021</p>	\$ 106,243.00
<p>Readiness-6: Behavioral Health Collaboration: ongoing collaboration work . Implementation Impact: improves care delivery efficiency by increasing capacity to deliver behavioral health services in primary care setting.</p> <p>a. Collaborate with behavioral health subject matter experts/County BH to develop curriculum in perinatal depression/substance abuse treatment in primary care setting and getting patients to right access point. b. Collaborate with behavioral health subject matter experts/County BH to provide staff training in perinatal depression/substance abuse.</p> <p>Completion Date: March 31, 2021</p>	\$ 10,610.00
<p>Readiness-7: Practice Redesign: ongoing work with goal to review progress and revise as needed. Implementation Impact: Increased access to screening and treatments; improve care delivery efficiency and patient experience; improved infrastructure.</p> <p>a. Develop Plan, Do, Study, Act (PDSA) process to analyze and increase screening rates (target 5%). b. Develop enhanced warm hand-off workflows between provider teams and behavioral health staff. c. Create referrals in the EHR that reflect our true resources for this patient population. d. Provider builder in collaboration with OCHIN EPIC analysts will work to create tools in EPIC to make it easy for providers to document. Currently tools for documenting plan and follow up (G codes) does not exist. e. Identify resources for building capacity pipeline and establish connections with other relevant Monterey County groups and local substance use resources.</p> <p>Completion Date: March 31, 2021</p>	\$ 57,572.00
Total Readiness Funds Requested	\$ 330,867

Monterey County Health Department - Clinic Services Bureau Exhibit 1A – BHI Project Application, Revised Milestones	
3.2 Maternal Mental Health and Substance Use	
Project Year 1	
Project Year 1 Milestones: Milestones to be completed that support the funding amount requested.	
Milestone Description	Project Year 1 (2021)
<p>Y1-1: Patient Navigator: Ongoing work with end of year December 2021 goal. Implementation impact: coordination, communication, outreach for patient engagement to support target population goals.</p> <p>a. This staff member will have structured time allotted to scrubbing charts and updating visit notes to prompt teams to do the screening and document the follow up. b. She/he will use weekly reports to identify those with high PHQ-9 scores and reach out to ensure they have connected with a therapist in the community or have been invited to the group visits. c. She/he will use weekly reports to track those with substance use disorders to detect any new substance use. Those patients will be connected to a community resource or to a clinic to receive services within fourteen (14) days. This activity should help support NCQA IET-AD measure reporting. d. She/he will use weekly reports to track those treated with antidepressant medication. (This activity should help support NCQA AMM-AD measure reporting.)</p> <p>Completion Date: December 31, 2021</p>	\$ 191,063.00
<p>Y1-2: Reporting Performance Measures: Ongoing work. Implementation Impact: Investing in data analytics will improve coordination of care and support sustainable integration post funding.</p> <p>a. Reports will be produced on a weekly or monthly basis depending on need. b. New reports will be developed to further help this patient population. c. Report project measures by year end. Creative solutions may be required for reporting if data remains siloed.</p> <p>Completion Date: December 31, 2021</p>	\$ 48,864.00
<p>Y1-3: Tablets: Ongoing work. Implementation Impact: Ability to conduct more/different types of screening and improve access.</p> <p>a. Utilize tablets; collect data to determine best practice in our setting.</p> <p>Completion Date: December 31, 2021</p>	\$ 14,400.00
<p>Y1-4: Behavioral Health Service Capacity: Implementation Impact: Increase 1:1 access for patients and also provide opportunity for increasing capacity in trained clinic staff. NOTE: Due to COVID, group visits may not be possible in foreseeable future.</p> <p>a. Start monthly 1:1 visits in designated site(s) b. Collect data on attendance and work on patient engagement.</p> <p>Completion Date: December 31, 2021</p>	\$ 84,733.00
<p>Y1-5: Data Integration: Ongoing work. Implementation Impact: Better data improves care delivery, experience outcome and better linkage to appropriate treatment. Supports development of improved infrastructure, coordinated comprehensive care and reporting on measures.</p> <p>a. Continue a regular meeting schedule with BH to evaluate data sharing outcomes and plan adjustments. b. Continue implementation of consent revisions; review effectiveness developed. c. Test matching of patient data using e-Master Patient Index. d. Complete the scope for data exchange.</p> <p>Completion Date: December 31, 2021</p>	\$ 238,315.00
<p>Y1-6: Behavioral Health Collaboration: Ongoing work. Implementation Impact: improves care delivery efficiency by increasing capacity to deliver behavioral health services in primary care setting.</p> <p>a. Review curriculum developed in Readiness phase and plan schedule. b. Provide further training/coaching for 2 meetings per year with goal of 1 hour/year per staff of training in perinatal depression/substance abuse.</p> <p>Completion Date: December 31, 2021</p>	\$ 16,140.00

Monterey County Health Department - Clinic Services Bureau Exhibit 1A – BHI Project Application, Revised Milestones	
3.2 Maternal Mental Health and Substance Use	
<p>Y1-7: Staff/Provider Training and Engagement: Achieve by end of December 2021. Implementation Impact: Supports development of coordinated comprehensive care and care delivery efficiencies.</p> <p>a. Designated integrated care champion for the project. b. Establish regular meetings to involve integrated care champion and other project participants. c. Provide staff training on screening tools and brief interventions. d. Train at least 3 perinatal providers to prescribe suboxone e. Submit application for waiver with goal of all 3 having active licenses by end of year 1.</p> <p>Completion Date: December 31, 2021</p>	\$ 67,736.00
<p>Y1-8: Practice Redesign: review progress, revise as needed during October – December 2021. Implementation Impact: Continues to improve linkage to right point of care.</p> <p>a. Continue to network with outside resources for depression and substance abuse; promote warm hand off process, retrain. Implement changes as they come up and communicate those improvements. b. Assess staff skills with patient engagement and adjust training/coaching as needed. c. Refine EPIC tools. Solicit input from integrated care champion and providers on how to further leverage the system.</p> <p>Completion Date: December 31, 2021</p>	\$ 67,562.50
<p>Y1-9: Behavioral Health Service Capacity: Implementation Impact: Increased access to screening and treatments and opportunity for warm hand offs according to patient needs .</p> <p>a. Complete development of curriculum for 1:1 counseling. b. Complete training other SW staff in perinatal depression and addiction counseling.</p> <p>Completion Date: December 31, 2021</p>	\$ 18,794.50
Total Y1 Funds Requested	\$ 747,608
Project Year 2	
Project Year 2 Milestones: Milestones to be completed that support the funding amount requested.	
Milestone Description	Project Year 2 (2022)
<p>Y2-1: Patient Navigator: ongoing work. Implementation Impact: Coordination, communication, outreach for patient engagement to support target population goals.</p> <p>a. This staff member will maintain work established in year 1. b. This staff member will help us set up a stronger collaboration with emergency room clinicians. c. This staff member will refine workflows around substance abuse.</p> <p>Completion Date: December 31, 2022</p>	\$ 189,984
<p>Y2-2: Reporting Performance Measures: ongoing. Implementation Impact: Investing in the ability to collect and report the required project measures will allow analysis of outcome for the patient population post funding end.</p> <p>a. Continue to improve reports to make them function for the entire team. b. Identify team needs for future report development. c. Report project measures by year end 2022.</p> <p>Completion Date: December 31, 2022</p>	\$ 46,545

Monterey County Health Department - Clinic Services Bureau Exhibit 1A – BHI Project Application, Revised Milestones	
3.2 Maternal Mental Health and Substance Use	
<p>Y2-3: Tablets: review and maximize use of the tablets to collect data. Review and revise if needed. Implementation Impact: Ability to improve data collection for tracking measures leading to improved follow up and outreach.</p> <p>Completion Date: December 31, 2022</p>	<p>\$ 14,400</p>
<p>Y2-4: Behavioral Health Service Capacity. Implementation Impact: Continue 1:1 access for patients and also provide opportunity for increasing capacity in trained clinic staff. Explore feasibility of group visits.</p> <p>a. Explore feasibility of monthly group visits post COVID-19 pandemic. b. Investigate expansion of these group visits contingent upon success of "a." c. Hire a new Behavioral Health Provider *(Currently, BH services at FQHC by Marriage Family Therapist (MFT) is not billable to Medi-Cal while Licensed Clinical Social Worker is billable. We plan to file a scope change to include MFT services under our scope, after State Plan Amendment is approved by CMS. Ability to bill services by MFT will sustain behavioral health services within our clinics.)*</p> <p>Completion Date: December 31, 2022</p>	<p>\$ 172,401</p>
<p>Y2-5: Data Integration: ongoing, going work. Implementation Impact: Better data improves care delivery, experience outcome and better linkage to appropriate treatment. Supports development of improved infrastructure, coordinated comprehensive care and reporting on measures.</p> <p>a. Continue a regular meeting schedule to evaluate data sharing outcomes and plan any appropriate adjustments. b. Continue incorporating eMPI into data sharing development discussions and planning. c. Successful implementation of data exchange between Epic and Avatar (BH EMR) with a focus on using this shared data for patient care.</p> <p>Completion Date: December 31, 2022</p>	<p>\$ 172,839</p>
<p>Y2-6: Behavioral Health Collaboration: Implementation Impact: Continues to foster the creation of collaborative treatment as a culture.</p> <p>a. Review feedback from last years training and plan schedule by end of March 2022. b. Provide further training/coaching for staff in perinatal depression/substance abuse.</p> <p>Completion Date: December 31, 2022</p>	<p>\$ 16,140</p>
<p>Y2-7: Staff/Provider Training and Engagement: on going work. Implementation Impact: Continues to build capacity.</p> <p>a. Continue monthly meeting to involve integrated care champion as well as other project participants to hone workflows, document lessons learned, meeting schedule to be established. b. Train at least 3 more perinatal providers to prescribe suboxone. c. Submit application for waiver with goal of those 3 having active license by end of year 2. In total, by year 2, goal is to have 6 OB providers with the license to prescribe Suboxone.</p> <p>Completion Date: December 31, 2022</p>	<p>\$ 67,736</p>
<p>Y2-8: Practice Redesign: review progress, revise as needed during October – December 2022. Implementation Impact: Continues to foster the creation of collaborative treatment as a culture.</p> <p>a. Continue to network with outside resources for depression and substance abuse; assess warm hand off process for revision and retraining. Implement changes as they come up and communicate those improvements. b. Refine EPIC tools. Solicit input from integrated care champion and providers on how to further leverage the system. c. Assess staff skills with patient engagement and adjust training/coaching as needed.</p> <p>Completion Date: December 31, 2022</p>	<p>\$ 67,563</p>
<p>Total Y2 Funds Requested</p>	<p>\$ 747,608</p>

**Monterey County Health Department - Clinic Services Bureau
Exhibit 1A – BHI Project Application, Revised Milestones**

3.2 Maternal Mental Health and Substance Use

Required Performance Measures	
Required Performance Measures Included in Application	Required Performance Measure Description
X	Screening for Depression and Follow-Up Plan: Ages 12–17 (CDF-CH)
X	Screening for Depression and Follow-Up Plan: Age 18 and Older (CDF-AD)
X	Screening for Unhealthy Alcohol Use
X	Initiation and Engagement of Alcohol and Other Drug Abuse or Dependence Treatment (IET-AD)
In addition to the required Performance Measures, identify the one or more measures selected by the applicant.	
Additional Measures Selected by the Applicant	Performance Measure Description
X	Antidepressant Medication Management (AMM-AD)
	Follow-Up After Hospitalization for Mental Illness: Ages 6–17 (FUH-CH)
	Follow-Up After Hospitalization for Mental Illness: Age 18 and Older (FUH-AD)
	Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence (FUA-AD)
	Follow-Up After Emergency Department Visit for Mental Illness (FUM-AD)
	Pharmacotherapy for Opioid Use Disorder



Monterey County

Item No.32

Board Report

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

Legistar File Number: RES 21-009

January 12, 2021

Introduced: 1/4/2021

Current Status: Department of Social
Services - Consent

Version: 1

Matter Type: BoS Resolution

Consider a resolution to:

- a. Authorize the Director of Social Services to submit an application for the Homeless, Housing Assistance and Prevention (HHAP) Round 2 funding through the California Homeless Coordinating Financing Council in the Business Consumers Services and Housing Agency in the amount of \$1,207,830;
- b. Authorize the Director of Social Services to submit a budget modification to the HHAP Round 1 budget to move funds to support urgent services for homeless including implementation of Project Homekey in Monterey County;
- c. Approve an increase in appropriations and estimated revenues of \$582,314 for Social Services Community Programs Budget Unit 001-5010-SOC004-8258 in the FY 2020-21 Adopted Budget; financed by HHAP Round 1 and 2 funding (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget by increasing appropriations and estimated revenues by \$582,314 in Social Services Community Programs Adopted Budget 001-5010-SOC004-8258 (4/5ths Vote Required).

RECOMMENDATION:

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

- a. Authorize the Director of Social Services to submit an application for the Homeless, Housing Assistance and Prevention (HHAP) Round 2 funding through the California Homeless Coordinating Financing Council in the Business Consumers Services and Housing Agency in the amount of \$1,207,830;
- b. Authorize the Director of Social Services to submit a budget modification to the HHAP Round 1 budget to move funds to support urgent services for homeless including implementation of Project Homekey in Monterey County;
- c. Approve an increase in appropriations and estimated revenues of \$582,314 for Social Services Community Programs Budget Unit 001-5010-SOC004-8258 in the FY 2020-21 Adopted Budget financed by HHAP Round 1 and 2 funding (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget by increasing appropriations and estimated revenues by \$582,314 in Social Services Community Programs Adopted Budget 001-5010-SOC004-8258 (4/5ths Vote Required).

SUMMARY/DISCUSSION:

HHAP Round II

The Homeless Coordinating and Financing Council (HCFC) announced the availability of a \$300 million block grant with the Homeless Housing, Assistance and Prevention (HHAP) Round 2 in a

Notice of Funding Availability (NOFA) dated November 13, 2020. On November 24, 2020, the application for funding was made available to applicants with a due date of January 23, 2021. This grant is over the counter and non-competitive. This second round of HHAP funding was authorized by AB 83 (Committee on Budget, Chapter 15, Statutes of 2020) and was signed into law by Governor Gavin Newsom on June 29, 2020. Building on the regional coordination created through previous HCFC grant funding, this funding is intended to support local jurisdictions in their unified regional response to reduce and end homelessness.

The application will request \$1,207,830 in HHAP funding, the use of which will be prioritized to assist people experiencing literal homelessness move into safe, stable housing, with a particular focus on rehousing individuals currently living in Project Roomkey (PRK) sites. HHAP funding should be housing-focused -- either funding permanent housing interventions directly or, if used for shelter or street outreach, have clear pathways to connect people to permanent housing options. HHAP Round 2 is designed to build on regional coordination developed through previous rounds of HCFC Homeless Emergency Aid Program (HEAP), HHAP, and COVID-19 funding. Staff recommends that Round 2 funds be used to continue to build regional coordination and a unified regional response to reduce and end homelessness. HHAP Round 2 funds may be spent for a period of five years, FY 2020/21 through FY 2024/25.

The County will apply for HHAP Round 2 to support the new shelter operator in their shelter operations and rapid rehousing efforts. Attachment 2 details the funding amounts and the required youth set aside of eight percent.

HHAP Round 1 Budget Modification:

HHAP Round 1 (\$2,642,128.26) requires a budget modification to mainly ensure funds are available for the implementation of Project Homekey, support for the California State Monterey Bay (CSUMB) Homeless Outreach Team, and funding to support the final furnishings and equipment for the new navigation center opening in Salinas. HHAP Round 1 funds may be spent for a period of five years, FY 2020/21 through FY 2024/25. Attachment 1 details the budget modifications.

OTHER AGENCY INVOLVEMENT:

Department of Social Services is working with Housing and Community Development (HCD) and the Continuum of Care on the HHAP 2 application to ensure regional homeless goals and needs will be met.

FINANCING:

HHAP Round 1 is \$2,642,128.26 and Round 2 is \$1,207,830 for an overall total of \$3,849,958.26. This is funded through the California Homeless Coordinating Financing Council (HCFC) in the Business Consumers Services and Housing Agency (BCSH). During the June 2020 Budget Hearings, \$423,125 of appropriations were approved and an additional 582,314 is needed for the remaining fiscal year; for a total of \$1,005,439 for FY 2020-21.

This action increases appropriations and revenues for the FY 2020-21 Adopted Budget for Fund 001, Community Programs Appropriation Unit SOC004, revenue by \$582,314 funded by HHAP Round 1 (\$560,236) and Round 2 (\$22,078). The balance of Round 1 and 2 will be included in

future budget cycles.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The housing program priorities and objectives advance the Board of Supervisors Strategic Initiatives that promote the production of diverse, safe, healthy and affordable housing opportunities for all residents of Monterey County.

Mark a check to the related Board of Supervisors Strategic Initiatives

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Lauren Suwansupa, Community Affiliation Manager, x8492

Approved by: Lori A. Medina, Director of Social Services, x4430

Attachments:

Resolution

Attachment 1: HHAP Round 1 Budget Modification

Attachment 2: HHAP Round 2 Budget Planning Document



Monterey County

Item No.

Board Report

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

Legistar File Number: RES 21-009

January 12, 2021

Introduced: 1/4/2021

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

Consider a resolution to:

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- a. Authorize the Director of Social Services to submit an application for the Homeless, Housing Assistance and Prevention (HHAP) Round 2 funding through the California Homeless Coordinating Financing Council in the Business Consumers Services and Housing Agency in the amount of \$1,207,830;
- b. Authorize the Director of Social Services to submit a budget modification to the HHAP Round 1 budget to move funds to support urgent services for homeless including implementation of Project Homekey in Monterey County;
- c. Approve an increase in appropriations and estimated revenues of \$582,314 for Social Services Community Programs Budget Unit 001-5010-SOC004-8258 in the FY 2020-21 Adopted Budget financed by HHAP Round 1 and 2 funding (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget by increasing appropriations and estimated revenues by \$582,314 in Social Services Community Programs Adopted Budget 001-5010-SOC004-8258 (4/5ths Vote Required).

SUMMARY/DISCUSSION:

HHAP Round II

The Homeless Coordinating and Financing Council (HCFC) announced the availability of a \$300 million block grant with the Homeless Housing, Assistance and Prevention (HHAP) Round 2 in a Notice of Funding Availability (NOFA) dated November 13, 2020. On November 24, 2020, the application for funding was made available to applicants with a due date of January 23, 2021. This grant is over the counter and non-competitive. This second round of HHAP funding was authorized by AB 83 (Committee on Budget, Chapter 15, Statutes of 2020) and was signed into law by Governor Gavin Newsom on June 29, 2020. Building on the regional coordination created through previous HCFC grant funding, this funding is intended to support local jurisdictions in their unified regional response to reduce and end homelessness.

The application will request \$1,207,830 in HHAP funding, the use of which will be prioritized to assist people experiencing literal homelessness move into safe, stable housing, with a particular focus on rehousing individuals currently living in Project Roomkey (PRK) sites. HHAP funding should be housing-focused -- either funding permanent housing interventions directly or, if used for shelter or street outreach, have clear pathways to connect people to permanent housing options. HHAP Round 2 is designed to build on regional coordination developed through previous rounds of HCFC Homeless Emergency Aid Program (HEAP), HHAP, and COVID-19 funding. Staff recommends that Round 2 funds be used to continue to build regional coordination and a unified regional response to reduce and end homelessness. HHAP Round 2 funds may be spent for a period of five years, FY 2020/21 through FY 2024/25.

The County will apply for HHAP Round 2 to support the new shelter operator in their shelter operations and rapid rehousing efforts. Attachment 2 details the funding amounts and the required youth set aside of eight percent.

HHAP Round 1 Budget Modification:

HHAP Round 1 (\$2,642,128.26) requires a budget modification to mainly ensure funds are available for the implementation of Project Homekey, support for the California State Monterey Bay (CSUMB) Homeless Outreach Team, and funding to support the final furnishings and equipment for the new navigation center opening in Salinas. HHAP Round 1 funds may be spent for a period of five years, FY 2020/21 through FY 2024/25. Attachment 1 details the budget modifications.

OTHER AGENCY INVOLVEMENT:

Department of Social Services is working with Housing and Community Development (HCD) and the Continuum of Care on the HHAP 2 application to ensure regional homeless goals and needs will be met.

FINANCING:

HHAP Round 1 is \$2,642,128.26 and Round 2 is \$1,207,830 for an overall total of \$3,849,958.26. This is funded through the California Homeless Coordinating Financing Council (HCFC) in the Business Consumers Services and Housing Agency (BCSH). During the June 2020 Budget Hearings, \$423,125 of appropriations were approved and an additional 582,314 is needed for the remaining fiscal year; for a total of \$1,005,439 for FY 2020-21.

This action increases appropriations and revenues for the FY 2020-21 Adopted Budget for Fund 001, Community Programs Appropriation Unit SOC004, revenue by \$582,314 funded by HHAP Round 1 (\$560,236) and Round 2 (\$22,078). The balance of Round 1 and 2 will be included in future budget cycles.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The housing program priorities and objectives advance the Board of Supervisors Strategic Initiatives that promote the production of diverse, safe, healthy and affordable housing opportunities for all residents of Monterey County.

Mark a check to the related Board of Supervisors Strategic Initiatives

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Lauren Suwansupa, Community Affiliation Manager, x8492

Becky Croner For Lori A. Medina

Approved by: Lori A. Medina, Director of Social Services, x4430

Attachments:

Resolution

Attachment 1: HHAP Round 1 Budget Modification

Attachment 2: HHAP Round 2 Budget Planning Document

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

Resolution No.

Authorizing the submission of an application for)
the Homeless, Housing Assistance and)
Prevention (HHAP) Round 2, authorizing the)
submission of a budget modification for Round)
1, and authorizing the increase of appropriations)
and revenues in Social Services Community)
Programs of \$582,314, and related actions)
(4/5^{ths} vote required).

WHEREAS, the Homeless Housing, Assistance and Prevention (HHAP) Round I was signed into law on July 31, 2019 by Governor Gavin Newsom. The Homeless Housing, Assistance and Prevention is a block grant that provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address immediate homelessness challenges;

WHEREAS, this second round of HHAP funding was authorized by AB 83 (Committee on Budget, Chapter 15, Statutes of 2020) and was signed into law by Governor Gavin Newsom on June 29, 2020;

WHEREAS, The Homeless Coordinating and Financing Council (HCFC) announced the availability of a \$300 million block grant with the Homeless Housing, Assistance and Prevention Round II (HHAP-2) in a Notice of Funding Availability (NOFA) dated November 13, 2020;

WHEREAS, on November 24, 2020, the application for funding was made available to applicants with a due date of January 23, 2021. This grant is over the counter and non-competitive. Building on the regional coordination created through previous HCFC grant funding, this funding is intended to support local jurisdictions in their unified regional response to reduce and end homelessness; and

WHEREAS, the application will request \$1,207,830 in HHAP Round 2 funding, the use of which will be prioritized to assist people experiencing literal homelessness move into safe, stable housing;

WHEREAS, HHAP Round 2 is designed to build on regional coordination developed through previous rounds of HCFC Homeless Emergency Aid Program (HEAP), HHAP, and COVID-19 funding;

WHEREAS, HHAP Round 2 funds will be used to continue to build regional coordination and a unified regional response to reduce and end homelessness. HHAP Round 2 funds may be spent over a period of five years, FY 2020/21 through FY 2024/25;

WHEREAS, the budget modification will redirect HHAP Round 1 funds, which will be prioritized to assist people experiencing literal homelessness move into safe, stable housing;

WHEREAS, the budget modification will redirect HHAP Round 1 funds, the use of which will be prioritized to support the California State Monterey Bay (CSUMB) Homeless Outreach Team;

WHEREAS, the budget modification will redirect HHAP Round 1 funds, to support the final furnishings and equipment for the new navigation center opening in Salinas to assist people experiencing homelessness;

WHEREAS, staff is requesting the Board approve an increase in appropriations and revenue in the Social Services Community Programs, 001, SOC004, 8258 for FY 2020/21, financed by the Housing Assistance and Prevention in the amount of \$582,314.

NOW, THEREFORE, based on the above recitals, findings and the administrative record as a whole, be it resolved by the Board of Supervisors of the County of Monterey as follows:

- a. Authorize the Director of Social Services to submit an application for the Homeless, Housing Assistance and Prevention (HHAP) Round 2 funding through the California Homeless Coordinating Financing Council in the Business Consumers Services and Housing Agency in the amount of \$1,207,830;
- b. Authorize the Director of Social Services to submit a budget modification to the HHAP Round 1 budget to move funds to support urgent services for homeless including implementation of Project Homekey in Monterey County;
- c. Approve an increase in appropriations and estimated revenues of \$582,314 for Social Services Community Programs Budget Unit 001-5010-SOC004-8258 in the FY 2020-21 Adopted Budget (4/5th vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget by increasing appropriations and estimated revenues by \$582,314 in Social Services Community Programs Adopted Budget 001-5010-SOC004-8258 (4/5th Vote Required).

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____ and carried this day of January 12, 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Acting Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on January 12, 2021.

Dated:

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

By _____
Deputy



HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM (HHAP)

HHAP Funding Expenditure Plan - BUDGET MODIFICATION #1

	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	TOTAL	ORIGINAL TOTAL	BUDGET REV	NEW TOTAL
Rental Assistance /Rapid Rehousing						\$0.00	\$ 1,690,962.09	\$ (1,690,962.09)	\$ -
Operating Subsidies and Reserves						\$0.00		\$ -	\$ -
Landlord Incentives						\$0.00	\$ 132,106.41	\$ (132,106.41)	\$ -
Outreach and Coordination (including employment)	\$498,361.00					\$498,361.00		\$ 498,361.00	\$ 498,361.00
Systems Support to Create Regional Partnerships						\$0.00		\$ -	\$ -
Delivery of Permanent Housing						\$0.00		\$ -	\$ -
Prevention and Shelter Diversion to Permanent Housing						\$0.00		\$ -	\$ -
New Navigation Centers and Emergency Shelters	\$400,000.00	\$442,448.02				\$842,448.02	\$ 290,634.11	\$ 551,813.91	\$ 842,448.02
Innovative Solutions (Project Homekey)		\$150,000.00	\$220,000.00	\$300,000.00	\$130,000.00	\$800,000.00		\$ 800,000.00	\$ 800,000.00
Strategic Homelessness Planning (up to 5%)		\$26,250.00	\$26,250.00	\$26,250.00	\$26,250.00	\$105,000.00	\$ 132,106.41	\$ (27,106.41)	\$ 105,000.00
Infrastructure Development CES or HMIS (up to 5%)						\$0.00		\$ -	\$ -
Youth Set-Aside (no less that 8%)	\$60,000.00	\$37,842.57	\$37,842.57	\$37,842.56	\$37,842.56	\$211,370.26	\$ 211,370.26	\$ -	\$ 211,370.26
Administrative (up to 7%)	\$25,000.00	\$46,238.00	\$46,237.00	\$46,237.00	\$21,236.98	\$184,948.98	\$ 184,948.98	\$ -	\$ 184,948.98
TOTAL FUNDING ALLOCATION	\$983,361.00	\$702,778.59	\$330,329.57	\$410,329.56	\$215,329.54	\$2,642,128.26	\$ 2,642,128.26	\$ 0.00	\$ 2,642,128.26



HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM (HHAP) - Round 2 EXPENDITURE PLAN TEMPLATE

APPLICANT INFORMATION

CoC / Large City / County Name:	County of Monterey	Receiving Redirected Funds? Y/N	N
Administrative Entity Name:	County of Monterey	Total HHAP R2 Funding	\$ 1,207,830.00

HHAP FUNDING EXPENDITURE PLAN

ELIGIBLE USE CATEGORY	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	TOTAL
Rapid Rehousing	\$ -	\$ 720,000.00	\$ -	\$ -	\$ -	\$ 720,000.00
<i>Rapid Rehousing: Youth Set-Aside</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Subsidies and Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Operating Subsidies and Reserves: Youth Set-Aside</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Outreach	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Youth Set-Aside</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Youth Set-Aside</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Systems Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Youth Set-Aside</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Delivery of Permanent Housing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Youth Set-Aside</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prevention and Shelter Diversion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Youth Set-Aside</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
New Navigation Centers and Emergency Shelters	\$ -	\$ 342,890.40	\$ -	\$ -	\$ -	\$ 342,890.40
<i>Youth Set-Aside</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Strategic Homelessness Planning, Infrastructure Development, CES, and HMIS (up to 5%)	\$ 12,078.30	\$ 12,078.30	\$ 12,078.30	\$ 12,078.30	\$ 12,078.30	\$ 60,391.50
Administrative (up to 7%)	\$ 9,999.70	\$ 49,548.40	\$ 25,000.00	\$ -	\$ -	\$ 84,548.10
TOTAL FUNDING ALLOCATION						\$ 1,207,830.00
	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	TOTAL
Youth Set-Aside (at least 8%)	\$ 19,325.28	\$ 19,325.28	\$ 19,325.28	\$ 19,325.28	\$ 19,325.28	\$ 96,626.40

COMMENTS:



Monterey County

Item No.33

Board Report

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

Legistar File Number: RES 21-003

January 12, 2021

Introduced: 12/18/2020

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:

Approve and authorize the Auditor-Controller to amend the FY 2020-21 Sheriff-Coroner's Adopted Budget by increasing appropriations and estimated revenue by \$392,350, Fund 001, Appropriation Unit SHE003, financed by an operating transfer from 2011 Public Safety Realignment, Fund 022, Appropriation Unit PRO002 for the purchase of jail equipment. (4/5 vote required)

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt Resolution to:

Approve and authorize the Auditor-Controller to amend the FY 2020-21 Sheriff-Coroner's Adopted Budget by increasing appropriations and estimated revenue by \$392,350, Fund 001, Appropriation Unit SHE003, financed by an operating transfer from 2011 Public Safety Realignment, Fund 022, Appropriation Unit PRO002 for the purchase of jail equipment. (4/5 vote required)

SUMMARY/DISCUSSION:

On November 19, 2020, the Community Corrections Partnership (CCP) approved the recommendation that additional funding in the amount of \$392,350, from the AB109 - 2011 Public Safety Realignment account be provided to the Sheriff's Office for reimbursement for the payment of jail safety equipment. Specifically, a mail screening system and a technology system that automates processes and documents correctional workflows.

Original budget of these equipment was approved in FY 2019-2020 and the Sheriff's Office started the procurement process during that year. However, receipt of these equipment was delayed, and this amount was not utilized in FY2019-2020. CCP approved the Sheriff's Office's request to augment the FY2020-2021 AB109 budget to cover payment of these equipment

Chemimage is a mail screening system costing \$160,370. As a result of the longer sentences from AB109, inmates have more time to coordinate the introduction of contraband into the facility through the U.S. Mail. Over the past several years, investigations have led to the discovery of methamphetamine-soaked paper. We have also experienced drug overdoses from Fentanyl that went undetected. To combat this increase, the jail is researching mail scanning devices that can detect drugs and other contraband. The jail would use this technology during the screening of mail before the mail is distributed to the inmates. This technology will help detect contraband and reduce the risk to mail screening personnel. This mail screener will increase facility security by empowering officers with technology that will help them identify illegal drugs hidden in the mail. The Chemimage system is currently used by the Mariposa County Jail, Lake County Jail, Santa Ana Police Department, Polk

County Jail in Oregon and several other public safety units.

The Guardian RFID system is a radio frequency identification technology costing \$231,980. This system is composed of a platform that uses radio-frequency identification technology to automate a wide range of correctional workflows and processes including documentation of welfare checks, inmate movement, program accountability, etc. Under the Hernandez v Monterey County settlement agreement, the Sheriff's Office is required to meticulously document many processes in the jail. Through the Guardian system, the Sheriff's Office will have the ability to document many of these requirements in real-time.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office has reviewed this Report and the Budget Committee approved this request on December 16, 2020.

FINANCING:

The Sheriff's Office is asking support from the Board of Supervisors to approve the request in increase in appropriations by \$392,350 in Sheriff-Coroner's the FY 2020-21 Adopted Budget financed by an operational transfer from the AB109 - 2011 Public Safety Realignment account. There is no impact to the General Fund contribution.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability, and transparency.

Mark a check to the related Board of Supervisors Strategic Initiatives

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Jonabel O. Perez, Finance Manager II, X4559
James H. Bass, Corrections Bureau Chief Deputy, X3887

Approved by: Steve Bernal, Sheriff, X3856

Attachments: Draft Resolution AB109



Monterey County

Item No.

Board Report

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

Legistar File Number: RES 21-003

January 12, 2021

Introduced: 12/18/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:

Approve and authorize the Auditor-Controller to amend the FY 2020-21 Sheriff-Coroner's Adopted Budget by increasing appropriations and estimated revenue by \$392,350, Fund 001, Appropriation Unit SHE003, financed by an operating transfer from 2011 Public Safety Realignment, Fund 022, Appropriation Unit PRO002 for the purchase of jail equipment. (4/5 vote required)

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt Resolution to:

Approve and authorize the Auditor-Controller to amend the FY 2020-21 Sheriff-Coroner's Adopted Budget by increasing appropriations and estimated revenue by \$392,350, Fund 001, Appropriation Unit SHE003, financed by an operating transfer from 2011 Public Safety Realignment, Fund 022, Appropriation Unit PRO002 for the purchase of jail equipment. (4/5 vote required)

SUMMARY/DISCUSSION:

On November 19, 2020, the Community Corrections Partnership (CCP) approved the recommendation that additional funding in the amount of \$392,350, from the AB109 - 2011 Public Safety Realignment account be provided to the Sheriff's Office for reimbursement for the payment of jail safety equipment. Specifically, a mail screening system and a technology system that automates processes and documents correctional workflows.

Original budget of these equipment was approved in FY 2019-2020 and the Sheriff's Office started the procurement process during that year. However, receipt of these equipment was delayed, and this amount was not utilized in FY2019-2020. CCP approved the Sheriff's Office's request to augment the FY2020-2021 AB109 budget to cover payment of these equipment

Chemimage is a mail screening system costing \$160,370. As a result of the longer sentences from AB109, inmates have more time to coordinate the introduction of contraband into the facility through the U.S. Mail. Over the past several years, investigations have led to the discovery of methamphetamine-soaked paper. We have also experienced drug overdoses from Fentanyl that went undetected. To combat this increase, the jail is researching mail scanning devices that can detect drugs and other contraband. The jail would use this technology during the screening of mail before the mail is distributed to the inmates. This technology will help detect contraband and reduce the risk to mail screening personnel. This mail screener will increase facility security by empowering officers with technology that will help them identify illegal drugs hidden in the mail. The Chemimage system is currently used by the Mariposa County Jail, Lake County Jail, Santa Ana Police Department, Polk

County Jail in Oregon and several other public safety units.

The Guardian RFID system is a radio frequency identification technology costing \$231,980. This system is composed of a platform that uses radio-frequency identification technology to automate a wide range of correctional workflows and processes including documentation of welfare checks, inmate movement, program accountability, etc. Under the Hernandez v Monterey County settlement agreement, the Sheriff's Office is required to meticulously document many processes in the jail. Through the Guardian system, the Sheriff's Office will have the ability to document many of these requirements in real-time.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office has reviewed this Report and the Budget Committee approved this request on December 16, 2020.

FINANCING:

The Sheriff's Office is asking support from the Board of Supervisors to approve the request in increase in appropriations by \$392,350 in Sheriff-Coroner's the FY 2020-21 Adopted Budget financed by an operational transfer from the AB109 - 2011 Public Safety Realignment account. There is no impact to the General Fund contribution.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability, and transparency.

Mark a check to the related Board of Supervisors Strategic Initiatives

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Jonabel O. Perez, Finance Manager II, X4559
James H. Bass, Corrections Bureau Chief Deputy, X3887

Approved by: Steve Bernal, Sheriff, X3856



Attachments: Draft Resolution AB109

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

Adopt Resolution No. to:

Approve and authorize the Auditor-Controller to amend the FY 2020-21)
Sheriff-Coroner's Adopted Budget by increasing appropriations and)
estimated revenue by \$392,350, Fund 001, Appropriation Unit SHE003,)
financed by an operating transfer from 2011 Public Safety Realignment, Fund)
022, Appropriation Unit PRO002 for the purchase of jail equipment. (4/5th
vote required).

WHEREAS, The Monterey County Sheriff's Office requests increase Appropriations by \$392,350 to fund the Sheriff's Office purchase of jail equipment.

NOW, THEREFORE, BE IT RESOLVED that the Monterey County Board of Supervisors hereby resolved to approve the following:

Approve and authorize the Auditor-Controller to amend the FY 2020-21 Sheriff-Coroner's Adopted Budget by increasing appropriations and estimated revenue by \$392,350, Fund 001, Appropriation Unit SHE003, financed by an operating transfer from 2011 Public Safety Realignment, Fund 022, Appropriation Unit PRO002 for the purchase of jail equipment. (4/5th vote required).

PASSED AND ADOPTED on this day of 2020, by roll call vote:

AYES:

NOES:

ABSENT:

(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 for the meeting 2020.

Dated:
File ID: RES
Agenda Item No.:

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

Joel G. Pablo, Deputy



Monterey County

Item No.34

Board Report

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

Legistar File Number: A 21-008

January 12, 2021

Introduced: 12/10/2020

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and Authorize Amendment No. 3 to the Digital Library Reserve Content Service Plan Application Services Agreement between the County of Monterey, on behalf of Monterey County Libraries, and OverDrive, Inc., increasing the amount not to exceed from \$200,000 to \$450,000, to continue receiving license and hosting services for downloadable library services.
- b. Authorize the Director of Monterey County Free Libraries, or his/her Designee, to sign Amendment No.3 to the Digital Library Reserve Content Service Plan Application Services Agreement between the County of Monterey, in behalf of Monterey County Free Libraries and OverDrive, Inc.

RECOMMENDATION/SUMMARY:

- a. Approve and Authorize Amendment No. 3 to the Digital Library Reserve Content Service Plan Application Services Agreement between the County of Monterey, on behalf of Monterey County Libraries, and OverDrive, Inc. , increasing the amount not to exceed from \$200,000 to \$450,000 to continue receiving license and hosting services for downloadable library services.
- b. Authorize the Director of Monterey County Free Libraries, or his/her Designee, to sign Amendment No.3 to the Digital Library Reserve Content Service Plan Application Services Agreement between the County of Monterey, in behalf of Monterey County Free Libraries and OverDrive, Inc.

SUMMARY/DISCUSSION:

The recommended action will enable Monterey County Free Libraries (MCFL) to continue receiving license and hosting service from OverDrive, Inc., for downloadable library services including eBooks, and Audiobooks. OverDrive, Inc. has been the vendor for MCFL for the last eight years and is a leader in the field of providing e-content in an easy to use format for library patrons and staff. In 2020 when shelter in place orders went into effect MCFL diverted funds from print material to downloadable services increasing our spending on OverDrive to allow patrons access to reading material when they could not get physical materials. The California State Library awarded us 2 grants for \$5000 each to add downloadable eBook and Audiobook content to our collection. In addition, RBdigital, an industry provider of downloadable eBooks, eMagazines and Audiobooks merged with OverDrive in the summer of 2020. The funds we had formerly allocated to RBdigital have now been allotted to Overdrive to add downloadable content including eMagazines. All these factors have

increased our spending with OverDrive Inc. By renewing and amending this contract, patrons will have continued access to MCFL collections have without disruption of services or the need to introduce a new service.

The only amendment to the terms of the contract is the increase in not to exceed amount of \$450,000 from \$200,000.00. The payment provisions and pricing remain the same. The period of contract also remains the same, it is currently a three (3)year contract from November 24, 2019 to November 24, 2022.

No other service is available to MCFL with the same standard of service and accessibility amongst vying competitors within the industry. OverDrive has been a Vendor to MCFL for the last 5 years. The increase in the amount of the contract will be covered with sufficient allocation under the Books, Periodicals and other Subscriptions (Object 6401) with the current Library budget.

OTHER AGENCY INVOLVEMENT:

The original contract, Amendment No. 1, Amendment No. 2, and Amendment No. 3 of the original contract has been reviewed by Counsel as to form and legality. The original contract and Amendment No. 1, Amendment No. 2; to the original contract has been passed with Board of Supervisor approvals and are attached with this report.

FINANCING:

The recommended Renewal and Amendment No. 3 of the original contract shall not exceed the amount of \$450,000, over the three-year period of the contract. Funds have been included in the library budget appropriation (6401) under Books, Periodicals and Other Subscriptions. There is no additional cost to the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The MCFL mission is to continue to provide excellent services to communities, by providing services that enhance and inspire the lives of the communities MCFL serves.

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Jacqueline C. Bleisch, Administrative Services Officer, (831)883-7576

Approved by: Hillary Theyer Library Director, (831)883-7566

Attachments:

Digital Library Reserve Content Service Plan Application Services Agreement between the County of Monterey, on behalf of Monterey County Libraries, and OverDrive, Inc.,

Renewal & Amendment to Agreement between County of Monterey and OverDrive, Inc.
(Amendment No. 1)

Board Order approving Renewal and Amendment to Agreement between County of Monterey and
OverDrive, Inc. (Amendment No. 1)

Board Order approving Renewal and Amendment 1 to Agreement between County of Monterey and
OverDrive, Inc. (Amendment No. 2)



Monterey County

Item No.

Board Report

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

Legistar File Number: 20-1052

January 12, 2021

Introduced: 12/10/2020

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

- a. Approve and Authorize Amendment No. 3 to the Digital Library Reserve Content Service Plan Application Services Agreement between the County of Monterey, on behalf of Monterey County Libraries, and OverDrive, Inc., increasing the amount not to exceed from \$200,000 to \$450,000, to continue receiving license and hosting services for downloadable library services.
- b. Authorize the Director of Monterey County Free Libraries, or his/her Designee, to sign Amendment No.3 to the Digital Library Reserve Content Service Plan Application Services Agreement between the County of Monterey, in behalf of Monterey County Free Libraries and OverDrive, Inc.

RECOMMENDATION/SUMMARY:

- a. Approve and Authorize Amendment No. 3 to the Digital Library Reserve Content Service Plan Application Services Agreement between the County of Monterey, on behalf of Monterey County Libraries, and OverDrive, Inc. , increasing the amount not to exceed from \$200,000 to \$450,000 to continue receiving license and hosting services for downloadable library services.
- b. Authorize the Director of Monterey County Free Libraries, or his/her Designee, to sign Amendment No.3 to the Digital Library Reserve Content Service Plan Application Services Agreement between the County of Monterey, in behalf of Monterey County Free Libraries and OverDrive, Inc.

SUMMARY/DISCUSSION:

The recommended action will enable Monterey County Free Libraries (MCFL) to continue receiving license and hosting service from OverDrive, Inc., for downloadable library services including eBooks, and Audiobooks. OverDrive, Inc. has been the vendor for MCFL for the last eight years and is a leader in the field of providing e-content in an easy to use format for library patrons and staff. In 2020 when shelter in place orders went into effect MCFL diverted funds from print material to downloadable services increasing our spending on OverDrive to allow patrons access to reading material when they could not get physical materials. The California State Library awarded us 2 grants for \$5000 each to add downloadable eBook and Audiobook content to our collection. In addition,

RBdigital, an industry provider of downloadable eBooks, eMagazines and Audiobooks merged with OverDrive in the summer of 2020. The funds we had formerly allocated to RBdigital have now been allotted to Overdrive to add downloadable content including eMagazines. All these factors have increased our spending with OverDrive Inc. By renewing and amending this contract, patrons will have continued access to MCFL collections have without disruption of services or the need to introduce a new service.

The only amendment to the terms of the contract is the increase in not to exceed amount of \$450,000 from \$200,000.00. The payment provisions and pricing remain the same. The period of contract also remains the same, it is currently a three (3)year contract from November 24, 2019 to November 24, 2022.

No other service is available to MCFL with the same standard of service and accessibility amongst vying competitors within the industry. OverDrive has been a Vendor to MCFL for the last 5 years. The increase in the amount of the contract will be covered with sufficient allocation under the Books, Periodicals and other Subscriptions (Object 6401) with the current Library budget.

OTHER AGENCY INVOLVEMENT:

The original contract, Amendment No. 1, Amendment No. 2, and Amendment No. 3 of the original contract has been reviewed by Counsel as to form and legality. The original contract and Amendment No. 1, Amendment No. 2; to the original contract has been passed with Board of Supervisor approvals and are attached with this report.

FINANCING:

The recommended Renewal and Amendment No. 3 of the original contract shall not exceed the amount of \$450,000, over the three-year period of the contract. Funds have been included in the library budget appropriation (6401) under Books, Periodicals and Other Subscriptions. There is no additional cost to the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The MCFL mission is to continue to provide excellent services to communities, by providing services that enhance and inspire the lives of the communities MCFL serves.

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Jacqueline C. Bleisch, Administrative Services Officer, (831)883-7576
 Approved by: Hillary Theyer Library Director, (831)883-7566

DocuSigned by:
Jacqueline Bleisch 12/15/2020 |
Hillary Theyer D083B4DB173845C... 12/15/2020 | 6:17 PM
 67A9664F6DB2433...

Legistar File Number: 20-1052

Attachments:

Digital Library Reserve Content Service Plan Application Services Agreement between the County of Monterey, on behalf of Monterey County Libraries, and OverDrive, Inc.,

Renewal & Amendment to Agreement between County of Monterey and OverDrive, Inc.

(Amendment No. 1)

Board Order approving Renewal and Amendment to Agreement between County of Monterey and OverDrive, Inc. (Amendment No. 1)

Board Order approving Renewal and Amendment 1 to Agreement between County of Monterey and OverDrive, Inc. (Amendment No. 2)

**Renewal of and Amendment No. 3 to
Agreement between County of Monterey and
OverDrive, Inc.**

This Renewal and Amendment No. 3 to the Monterey County Free Libraries Agreement for Services (hereinafter, "RENEWAL") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), Inc. (hereinafter, "Contractor"),

Whereas the parties had previously entered into an Agreement for services (hereinafter, "AGREEMENT"), on November 24, 2011;

Whereas, the original AGREEMENT had a four year term and a total AGREEMENT amount that was not to exceed \$130,000.00; and

Whereas, that AGREEMENT was renewed and amended by the Renewal and Amendment No. 1 to extend the services for an additional four years, for a term which ends November 24, 2019; and

Whereas, that AGREEMENT was renewed and amended by the Renewal and Amendment No. 2 to extend the services for an additional three (3) years, for a new term ending November 24, 2022, and amended to not exceed the amount of \$200,000 over the entire term of the Agreement; and

Whereas the parties desire to renew and amend the AGREEMENT as follows:

- 1. The term of the AGREEMENT shall be amended by retaining the monthly application and hosting fee of \$1000.00 per month, billed quarterly at \$3,000.00. The County shall continue to receive an Annual Content Collection Credit of \$7,500 toward the selection of Digital Products (invoiced as a separate fee). Anytime during the terms of this Agreement, County may select additional titles and material subject to standard terms and pricing. County shall make payments to OverDrive, Inc. in U.S. funds for Content selections within thirty (30) days of presentation of invoice. The Agreement, as amended by Amendment No. 3, shall have a County Fiscal liability not to exceed amount of \$450,000 over the entire term of the Agreement.**
- 2. If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT No. 3 shall be attached to the original AGREEMENT, and AMENDMENT No. 1 and 2, as it may have been previously amended. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT, shall remain unchanged and unaffected by this AMENDMENT No. 3, and shall continue in full force and effect.**

Renewal/Amendment No. 3
County of Monterey with OverDrive, Inc.
Term: 11/24/19 – 11/24/22
NOT TO EXCEED \$450,000

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

CONTRACTOR

By: _____

Contracts and Purchasing Officer

Date: _____

OverDrive, Inc.

Contractor's Business Name

By:  _____

(Signature of Chair, President or Vice President)

STEVE POTASH, PRESIDENT & CEO

(Name and Title)

DEC 7, 2020

APPROVED AS TO FORM

By: _____

Deputy Counsel

Date: _____

Date

By:  _____

(Signature of Secretary, Asst. Secretary or CFO)

APPROVED AS TO FISCAL

PROVISIONS:

By: _____

Auditor Controller

GREG FARMER, CFO

(Name and Title)

DEC 7, 2020

Date

Approved as to Indemnity, Insurance Provisions

By: _____

Risk Management

Date: _____

Renewal/Amendment No. 3
County of Monterey with OverDrive, Inc.
Term: 11/24/19 – 11/24/22
NOT TO EXCEED \$450,000

Renewal/Amendment No. 3
County of Monterey with OverDrive, Inc.
Term: 11/24/19 – 11/24/22
NOT TO EXCEED \$450,000



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-13084, Amendment No. 2

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

- a. Approve and Authorize Amendment No. 2 to the Digital Library Reserve Content Service Plan Application Services Agreement between the County of Monterey, on behalf of Monterey County Free Libraries, and OverDrive, Inc., renewing and extending the period to three years, from November 24, 2019 through November 24, 2022, in the amount not to exceed \$200,000.00, to continue receiving license and hosting services for downloadable library services. Approve non-standard indemnity language; and
- b. Authorize the Director of Monterey County Free Libraries, or his/her Designee, to sign Amendment No.2 to the Digital Library Reserve Content Service Plan Application Services Agreement between the County of Monterey, on behalf of Monterey County Free Libraries and OverDrive, Inc.

PASSED AND ADOPTED on this 27th day of August 2019, by the following vote, to wit:

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

NOES: None

ABSENT: None

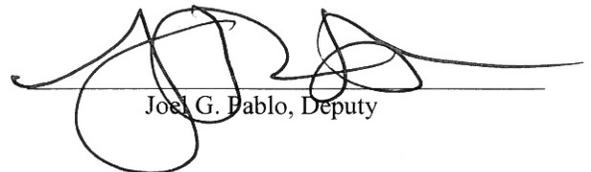
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 27, 2019.

Dated: August 28, 2019

File ID: 19-0621

Agenda Item No.: 54

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



Joel G. Pablo, Deputy



Monterey County

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

Board Order

Agreement No.: A-13084

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

Approved and Authorized the Renewal and Amendment Agreement between Monterey County on behalf of Monterey County Free Libraries and OverDrive, Inc., for a term of four years, retroactive from November 24, 2015 to November 24, 2019.

PASSED AND ADOPTED on this 15th day of March 2016, by the following vote, to wit:

- AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter
- NOES: None
- ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on March 15, 2016.

Dated: March 17, 2016
File ID: 16-266

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By

Deputy

**Renewal of and Amendment to
Agreement between County of Monterey and
OverDrive, Inc.**

This Renewal and Amendment No. 1 to the Monterey County Free Libraries Agreement for Services (hereinafter, "RENEWAL") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and OverDrive, Inc. (hereinafter, "CONTRACTOR").

Whereas the parties had previously entered into an Agreement for services (hereinafter, "AGREEMENT"), on Nov. 24, 2011;

Whereas, the original AGREEMENT had a four year term and a total AGREEMENT amount that was not to exceed \$130,000.00; and

Whereas, that AGREEMENT expired on November November 24, 2015; and

Whereas, the parties desire to renew and amend the AGREEMENT as follows:

1. The AGREEMENT is renewed and amended retroactively to November 24, 2015 and all of its provisions shall be deemed to have been in effect continuously since that time except as set forth herein.
2. The term of the AGREEMENT shall be amended to extend the services for an additional four years, for a new term which ends November 24, 2019.
3. "PAYMENTS BY COUNTY" shall be amended by changing the monthly application license and hosting fee from \$1,250 per month, billed quarterly at \$3,750; to \$1000.00 per month, billed quarterly at \$3,000.00. The County shall continue to receive an Annual Content Collection Credit of \$7,500.00 toward the selection of Digital Products (invoiced as a separate fee). Anytime during the term of this Agreement, County may select additional titles and material subject to standard terms and pricing. County shall continue to make payments to OverDrive, Inc. in U.S. funds for Content selections within thirty (30) days of presentation of invoice. The Agreement, as amended by Amendment No. 1 shall have a County fiscal liability not to exceed amount of \$270,000.00 over the entire term of the Agreement, inclusive of a not to exceed amount of \$130,000.00 for the extended period of November 24, 2015 through November 24, 2019.
4. If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

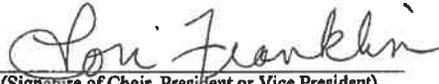
COUNTY OF MONTEREY

CONTRACTOR*

By: 
Contracts/Purchasing Officer

OverDrive, Inc.
Contractor's Business Name

Date: 12 April 2016

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

Its: Lori Franklin, Vice President, COO
(Name and Title)

Date: 2/17/16

Approved as to Form

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

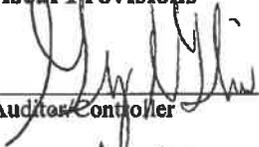
By: 
Deputy County Counsel *per BOS action*

Its: Greg Farmer, CFO
(Name and Title)

Date: 4-8-16

Date: 2/17/16

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 4-6-15

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

****INSTRUCTIONS:** If CONTRACTOR is a corporation, including a non-profit corporation, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a Limited Liability Company (LLC), the name of the LLC shall be set forth above together with the signature of a member who has authority to execute this Agreement on behalf of the LLC. 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 (general partner for a Limited Partnership (LP) and a partner for other partnerships). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 04-22-2016

SC 6110 000004588 Modified

IMPORTANT
 THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST
 APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS,
 TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR
 OVERDRIVE INC
 One OverDrive Way
 Cleveland OH 44125

SHP TO
 COUNTY LIBRARY ADMIN/ SEASIDE
 188 SEASIDE CIRCLE
 MARINA CA 93933

BILL TO
 COUNTY LIBRARY ADMIN
 188 SEASIDE CIRCLE
 MARINA CA 93933

VENDOR NUMBER: VC0000002221

DELIVERY DATE:

F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0		92003	PURCH DESC: Overdrive is a provider of digital book technology and services including to the management and copyright protection of content in Ebook, audio book, and multimedia in digital formats. Contract refers to the service and not the extra cost of the content. E-books are above the cost of the subscription. Term dates 07/01/15-11/24/2019 and "total agmt amount is not to exceed \$130,000.00 This purchase order is valid 07/01/15 - 06/30/2016. A new purchase order will be issued after that time to the current Agreement. All extra costs are for ebooks above the annual cost of the service. This SC not to exceed \$30,000.00 the digital library subscription is not to exceed \$15,000 annually and that the remaining balance on the purchase order shall be used to procure ebooks. COMM LINE DESC: Application svc Provider (ASP) (Web Based Hosted) MSDS: Not Required 003 - 6110 - 8141 - LIB001 - 6401 - - - - - 300000.00	.00	.00	30,000.00
ORDER TOTAL							30,000.00

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at: http://www.co.monterey.ca.us/cso/terms_conditions.htm

TAX EXEMPTION INFORMATION:
 FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION
 EMAIL: TELEPHONE:

AUTHORIZED BY COUNTY OF MONTEREY
 DEPUTIED PURCHASING AGENT

Michael R. [Signature]

PRINT DATE: 06/26/16

CONTRACTS/PURCHASING DIVISION
 1488 Seftling Place, Salinas, CA 93901

PAGE NUMBER: 1 OF 1

**Digital Library Reserve
Content Service Plan
Application Services Agreement**

1. INTRODUCTION

This Agreement is made and entered into this 23rd day of November 2011 by and between OverDrive, Inc., (hereinafter referred to as "OverDrive"), a Delaware corporation, Valley Tech Center, 8555 Sweet Valley Drive, Suite N, Cleveland, OH 44125 USA and the County of Monterey, Free Libraries, a political subdivision of the State of California, (hereinafter referred to as "County"):

County Name: Monterey County Free Libraries

Virtual Branch Name: _____

County's Primary Contact: Mary Housel

Address: 188 Seaside Circle, Marina, California 93933

Phone: 831-883-7564

Email Address: houselmb@co.monterey.ca.us

Attached and incorporated in this Agreement are the following Schedules:

- Schedule "A-1" – Digital Library Reserve Application Services and Fee Schedule
- Schedule "A-2" – Digital Library Reserve Content Service Plan Fee Schedule
- Schedule "B" – Digital Library Reserve and Library Website Guidelines

WHEREAS, OverDrive is a provider of digital book technology and services including those related to the management and copyright protection of content in eBook, audio book, and multimedia in digital formats; and,

WHEREAS County is seeking to utilize as part of its operation certain outsourced software and website services for the aggregation, management, copyright protection and distribution of Digital Products and related services; and,

WHEREAS County seeks to license the use of and deploy software products, technology and services including those licensed to OverDrive by Microsoft® Corporation, Adobe® Systems Inc. or other vendors of Digital Rights Management ("DRM") technologies.

THEREFORE, the parties agree as follows:

2. DEFINITIONS

As used in this Agreement, the following definitions shall apply:

2.1 "Agreement" shall mean this Agreement between OverDrive and County and all Schedules and attachments.

2.2 "Application Services" or "Application(s)" shall mean the DLR®, OverDrive®, Microsoft® Corporation, Adobe® Systems Incorporated, Adobe Benelux, B.V. and any other third party products or services identified in Schedule "A-1" attached to the Agreement.

2.3 "Application Services Fees" shall be the amounts payable by County to OverDrive in accordance with the terms of this Agreement. A schedule of the current Application Services Fees is attached to this Agreement as Schedules "A-1" and "A-2".

2.4 "Content" or "Digital Products" shall consist of digital files and titles available for loan to Patrons at the County Website distributed using the Application Services.

- 2.5 "Content Reserve" shall mean the Digital Product and Content distribution service operated by OverDrive which enables County to browse, select and license rights to Digital Products for re-distribution and lending to County Patrons.
- 2.6 "Digital Library Reserve" or "DLR" shall mean the OverDrive and integrated services utilizing OverDrive, Microsoft, Adobe or other third party software applications and services that relate to the County Website operated by the County for managing the Digital Products.
- 2.7 "Digital Library Reserve Guidelines" shall mean the terms and conditions of utilizing the Digital Rights Management Application Services.
- 2.8 "Effective Date" shall mean the date upon which both parties have signed the Agreement
- 2.9 "County" shall mean the organization or entity identified in the Introduction to this Agreement.
- 2.10 "County Website" shall mean the Internet-based Digital Product application operated by the County that provides Patrons access to Digital Products operated in association with the Digital Library Reserve and as a component of the County website address (URL) designated by County in the Introduction to this Agreement.
- 2.11 "OverDrive" shall mean: OverDrive[®], Inc., a Delaware Corporation.
- 2.12 "Patron(s)" shall mean those persons that County authorizes to access, use, and connect to the County Website via the Internet, and download products from or otherwise utilize the Application Services and/or access Digital Products from the County using the Application Services.
- 2.13 "Primary Support" shall mean services provided by County to its Patrons for its day-to-day support, technical aid, help and other assistance for Patron's use of the County Website, Applications or for any issues arising from the use of its County Website.
- 2.14 "Secondary Support" shall mean technical support services to be provided by OverDrive to County including reasonable efforts to assist County in providing Primary Support, reasonable efforts to correct, fix, or circumvent errors, and in the discretion of OverDrive, provide updates, enhancements, and new versions of the Application Services.

3. DIGITAL LIBRARY RESERVE APPLICATION SERVICES

3.1 OverDrive shall provide the Digital Library Reserve Application Services to the County under the terms and conditions of this Agreement and the associated license agreements from its DRM or Digital Product and Content suppliers. This right is non-transferable and applies solely to the server-based operation, management and use of the Digital Library Reserve applications in unaltered, object code form. Nothing under the terms and conditions of this Agreement, including any of the Attachments and Schedules, grant any right to County to the use of, or access to, any Application Services source code. This grant does not include any right to reproduce the Application Services, to distribute copies or versions of any modules of the Application Services to any third parties including its Patrons, or to make and/or sell variations or derivative works of the Application Services. County shall be permitted to customize portions of the Application Services specifically the patron-facing User Interface on its website or otherwise to custom integrate the Application Services into its operational offerings. Sole ownership of copyrights and other intellectual and proprietary rights to the Application Services shall remain solely with OverDrive or its suppliers.

3.2 County assumes responsibility for providing a suitable network and Internet system for integration of Application Services into County's website or other systems. All parties acknowledge that any expenditures or commitments are made at the risk of the party making such expenditures or commitments. County agrees that it shall be responsible for its own expenses and costs under this Agreement and that OverDrive shall have no obligation to reimburse County for any expenses or costs incurred by County in the preparation, systems integration, use of the Application Services, or for any performance of County's duties hereunder. Specifically, DLR integrates with County's patron authentication system using SIP2 or similar protocol. County shall, at its own expense, purchase a SIP2 license, or use an existing such license if available.

3.3 OverDrive will create and implement a County Website for County's use of the Application Services as detailed in Schedule "A-1" that will include search function (by title category, author, keyword), multiple categories with multiple listing option, auditing and reporting functions and access to a protected web portal to manage the County's catalog of Digital Product and Content files. Subject to OverDrive's approval, which shall not be unreasonably withheld, OverDrive will incorporate the County's name, logos and trademarks in accordance with design suggestions as provided by County. County will have the ability to manage and promote Digital Products from a password protected Digital Library Reserve administrative web portal.

3.4 OverDrive may include County logos and colors on the County Website. OverDrive reserves the right to display its branding, trademarks, logos, and/or notices/statements regarding other compatible devices related to the Application Services on the County Website. OverDrive will implement an inventory data feed from Content Reserve to the Digital Library Reserve inventory management system to permit County to browse, select and license rights to Digital Products in supported formats and as permitted by OverDrive's publishers and suppliers. OverDrive will create the appropriate download links from the County's Website for the secure delivery of Content to authorized County Patrons. All Content available at the County Website shall have at least a seven (7) day lending period, or other minimum lending period as otherwise required by suppliers or publishers of Content.

3.5 Without the use of OverDrive Download Station software, Patrons and all other users of DLR cannot download Digital Content to any Library computers or devices. The Digital Library Reserve is not to be used on public facing terminals within the Library unless OverDrive Download Station ("ODS") is licensed and installed on those workstations. For avoidance of doubt, ODS enables the download of audiobooks and music only; download of eBooks and video on public facing terminals within the Library shall not be permitted. ODS software licenses are available for an additional fee.

4. FEES AND PAYMENT

4.1 Schedules "A-1" and "A-2" shall serve as written purchase orders for the Application Services County seeks to have OverDrive configure and operate under this Agreement. County shall make payment of applicable fees and or deposits based on the terms and conditions of Schedules "A-1" and "A-2". County shall make payments to OverDrive in U.S. funds within thirty (30) days of presentation of invoice. OverDrive shall have sole discretion to approve any and all libraries that seek to participate in the DLR service with the organization, or entity, identified in the Introduction to the Agreement, as well as establishes any other terms and conditions related to such expansion.

4.2 Under the terms of this Agreement, County shall receive an Annual Content Collection Credit of Seven Thousand and Five Hundred Dollars (\$7,500 USD), (at suggested list price) toward the selection of digital titles. Anytime during the term of this Agreement County may select additional titles and material subject to standard terms and pricing. County shall make payments to OverDrive in U.S. funds for Content selections within thirty (30) days of presentation of invoice. Under no circumstances shall the County's annual financial liability under this Agreement exceed Twenty Thousand Dollars (\$20,000).

4.3 The payment obligations stated in this Section 4 are exclusive of any federal, state, municipal or other governmental taxes, sales taxes, duties, excise taxes or tariffs now or hereafter imposed on the production, storage, sale, transportation, import, export, licensing or use of the Application Services or for operation or sales activity of the County Website. Such charges, shall be paid by County or, in lieu of payment of any tax, County shall provide an exemption certificate acceptable to OverDrive and the applicable authority.

5. COPYRIGHT PROTECTION, PATRON AUTHENTICATION AND DATA SECURITY

During the Agreement Term and any renewal periods, County will reasonably cooperate with OverDrive to achieve OverDrive's and its Publishers' and suppliers' objectives of protecting certain intellectual property interests relating to OverDrive supplied Digital Products and Content. The County shall establish policies and procedures to abide by the Digital Library Reserve Guidelines as described in the attached Schedule "B". County shall provide OverDrive access to a test Patron account for purposes of validating the system's performance relating to the Application Services. County will reasonably cooperate with OverDrive to correct or adjust systems as may be required to compensate for any errors or omissions disclosed by such test. Any

such test will be conducted by OverDrive at its own expense and during regular business hours and in such a manner as not to interfere with County's normal activities. Nothing in this Section shall entitle OverDrive to any Patron data or information relating to the identity of Patrons accessing any components of the Application Services.

6. RESPONSIBILITIES OF COUNTY

6.1 County will assign personnel with appropriate skills and expertise in computer, data processing, and related services to enable operation of the Application Services and the County Website and to provide Primary Support. County will use reasonable efforts to operate its Digital Library Reserve and County Website in compliance with the terms of this Agreement and all Schedules. Upon launch of the service, County shall include a direct hyperlink and/or logo to the DLR service from County's home page. Such link or logo shall be featured no less prominently than other electronic resources including but not limited to NetLibrary, Recorded Books and Ingram.

6.2 With the exception of the Application Services configured and hosted by OverDrive, County is solely responsible for all aspects of catalog integration, operation, training, support and/or maintenance necessary for the operation of the County Website. County shall keep its Digital Library Reserve Account information current and alert OverDrive of any changes in its operation of its County Website including but not limited to changes of personnel. County will use reasonable efforts to ensure that information or data relevant to the operation of the County Website will be treated as required by applicable law and reasonable and customary commercial practices.

6.3 County agrees to perform Primary Support for Patrons using its County Website. County will perform requested installation, upgrade, and reasonable technical services for Primary Support of the Application Services pursuant to installation and support procedures and policies as developed by OverDrive and as modified from time-to-time. OverDrive will provide County with documentation regarding Primary Support and OverDrive support personnel will be available for Secondary Support by e-mail and phone.

6.4 County will, upon request, promptly cooperate with OverDrive by completing forms, reports, or checklists as OverDrive may require its County's to complete as part of an installation, upgrade or provision of the Primary Support of the Application Services. County shall identify and promptly inform OverDrive of any design or programming errors or omissions in the Application Services, of which it becomes aware.

6.5 County represents and agrees that it will not make any representations or create any warranties, expressed or implied, concerning the DLR Application Services products. County will take reasonable steps to insure that its employees, agents, and others under its direction, abide by the terms and conditions of this provision and this Agreement.

6.6 County shall comply with all applicable laws, ordinances, rules and regulations, in connection with the use and/or operations of the Application Services. ~~Regardless of any disclosure made by County to OverDrive of an ultimate destination for users of the Application Services, County agrees not to export either directly or indirectly any Application Services or system incorporating such Application Services without first obtaining a license to export or re-export from the United States Government, as may be required and to comply with the United States Government export regulations, as applicable.~~

7. OVERDRIVE'S OBLIGATIONS

OverDrive will create a County Website that will be in compliance with the requirements listed in the attachments. As part of the Application Services OverDrive will either implement the required services directly or oversee the necessary procedures to assure compliance with the Digital Library Reserve guidelines. OverDrive will use reasonable efforts to make the Application Services perform substantially in accordance with the product description, as it may exist from time to time. However, County acknowledges that inevitably some errors may exist in the Application Services, and the presence of such errors shall not be a breach of this provision. OverDrive's sole obligation with regard to such errors shall be to use commercially reasonable efforts to correct such errors and provide Secondary Support as stated in this Agreement. Such services will be provided by phone or email. Such services will be provided at such times as are mutually agreed upon by the parties.

8. OVERDRIVE'S OPTION TO MODIFY OR DISCONTINUE APPLICATION SERVICES

©2011 OverDrive, Inc.
Digital Library Reserve Content Service Plan Agreement- Monterey County Free Libraries

8.1 OverDrive has the right, at any time, to make such modifications to the Application Services as it sees fit to the operation, performance, or functionality of the Application Services or as required by OverDrive's suppliers.

8.2 OverDrive has the right, at any time, to discontinue distribution of any or all Application Services or versions of Application Services, to remove supported Application Services or versions of supported Application Services from OverDrive's supported Application Services list, or to discontinue support, maintenance, or the provision of new versions, updates, or corrections for any Application Services or for any version or for any hardware or Application Services platform or operating system. If such a discontinuance of distribution of the Application Services or of support, maintenance or the provision of new versions, updates, or corrections materially impairs the value of this Agreement to County, County shall have the option to terminate this Agreement and receive a pro-rata refund of any Application Service Fees paid; such option to terminate shall expire after sixty (60) days from the date notice of impairment is given.

9. WARRANTY

9.1 OverDrive represents and warrants to County that it has the necessary rights to enter into this Agreement and that it has the necessary ownership and intellectual property rights and licenses to the Application Services to grant the licenses herein. OverDrive warrants that the Application Services will operate as intended if properly used by County and Patron. If any errors are discovered, County shall promptly notify OverDrive in writing as to the description of the problem, whereupon OverDrive shall use reasonable efforts to correct such problems within a reasonable time thereafter. Corrections will be provided to County with instructions for implementation. The remedies set forth in this Agreement shall be County's sole remedies for breach of this Agreement.

9.2 THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE RIGHTS AND REMEDIES GRANTED TO COUNTY AND ITS PATRONS UNDER THIS PARAGRAPH CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF COUNTY AND COUNTY'S PATRONS AGAINST OVERDRIVE FOR BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR FOR ANY ERRORS OR DEFECTS IN THE APPLICATION SERVICES. IN NO EVENT SHALL OVERDRIVE OR ITS SUPPLIERS BE LIABLE TO COUNTY OR COUNTY'S PATRONS FOR ANY DAMAGES ARISING FROM OR RELATED TO FAILURE OR INTERRUPTION OF THE APPLICATION SERVICES, OR FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFIT OR OPPORTUNITY, LOSS OF USE OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSE, TRANSFER OR USE OF THE APPLICATION SERVICES. IN NO EVENT SHALL OVERDRIVE'S LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY OVERDRIVE UNDER THIS AGREEMENT.

10. INDEMNIFICATION

10.1 OverDrive agrees to indemnify County against liability and expense, including reasonable attorney fees, arising from any breach of OverDrive's warranty that it has the required rights to the Application Services and that the Application Services does not infringe any ownership or intellectual property right of a third party, provided that OverDrive: (i) is notified immediately after County receives notice of such claim; (ii) is solely in charge of the defense of and any settlement negotiations with respect to such claim; (iii) received County's cooperation in the defense or settlement of such claim; (iv) has the right, upon either the occurrence of or the likelihood (in the opinion of OverDrive) of the occurrence of a finding of infringement, either to procure for County the right to continue use of the Application Services, or to replace the relevant portions of the Application Services with other equivalent, non-infringing portions. If OverDrive is unable to accomplish either of the options set forth in (iv) above, at OverDrive's option OverDrive shall either remove the portion of the Application Services in issue and refund to County the value of such portion, or remove the entire Application Services and refund to County the entire amount paid pro-rata under this Agreement as it relates to the incident that gave rise to the claim.

10.2 OverDrive shall have no obligation to County to defend or satisfy any claims made against County that arise from use, marketing, licensing, or disposition of the Application Software by County other than as permitted by this Agreement. OverDrive shall not be responsible to indemnify County for claims arising from the use or license of third party software including DRM where OverDrive is not afforded such corresponding indemnification from said third party vendor. In the event a claim arises from use of non-OverDrive technology, where the vendor of such product or

technology does not indemnify OverDrive, then OverDrive is not liable to extend indemnification under this section to County for any such claims.

11. TERM AND TERMINATION

11.1 This Agreement shall take effect on the Effective Date. Unless sooner terminated in accordance with the relevant provisions of this Agreement, or pursuant to the Early Termination provision of Schedule "A-2," the initial term of this Agreement shall be for four (4) years. County shall have the option to terminate this Agreement without cause after an initial term of eighteen (18) months from the Effective Date ("Early Termination"), and at any time after that initial term of eighteen (18) months, provided that County shall provide OverDrive at least ninety (90) days prior written notice of such Early Termination.

11.2 In the event of a filing by or against either party of a petition for relief under the United States Bankruptcy Code or any similar petition under the insolvency laws of any jurisdiction, where such filing is not dismissed within thirty (30) days after the date of the filing, or should County discontinue the operations relevant to this Agreement, then the other party may immediately terminate this Agreement upon written notice.

11.3 In addition to provisions authorizing termination hereunder, either party shall have the right to terminate this Agreement as a result of a material breach of the Agreement by the other party that is not cured within thirty (30) days after written notice of such breach.

11.4 Upon termination of this Agreement, and except as otherwise provided in this Agreement, the license granted to County by this Agreement shall be terminated immediately; County shall make no further use of all or any part of the Application Services, Content or any confidential information received from OverDrive.

11.5 The provisions of this Agreement concerning confidential information and indemnification shall survive the termination and/or expiration of this Agreement, and termination shall not relieve either party of the obligation to pay any amount due to the other.

12. GENERAL PROVISIONS

12.1 Independent Contractor. OverDrive and County are independent contractors under this Agreement and nothing in this Agreement authorizes either party to act as a legal representative or agent of the other for any purpose. It is expressly understood that this Agreement does not establish a franchise relationship, partnership, principal-agent relationship, or joint venture. Neither party shall have the power to bind the other with respect to any obligation to any third party. Each party is solely responsible for its employees, including terms of employment, wages, hours, required insurance, and daily direction and control.

12.2 Confidential Information. Both OverDrive and County acknowledge that each will receive confidential information from the other relating to technical, Application Services and operational affairs of the other. Each party agrees that all confidential information of the other party shall be held in confidence and shall not be disclosed, notwithstanding any laws and regulations permitting public access to documents and information that are considered public.

12.3 Announcements. OverDrive and County may issue, at a mutually agreed upon time and in a mutually agreed upon form, a public announcement relating to this Agreement. OverDrive and County will each give the other party the opportunity to review and approve, in advance of its issuance, any public announcement or publicity relating to this Agreement or any aspect of the parties' relationship hereunder.

12.4 No Exclusivity. This Agreement is not exclusive and does not impose any obligation on either party with respect to competing relationships or opportunities.

12.5 No Waiver. The failure of either party to exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other term of the Agreement.

12.6 Notice. All notices, requests, demands or other communications required to be given pursuant to the Agreement shall be in writing and shall be deemed to have been given, if sent by U.S. mail, registered or certified mail, return receipt requested, postage prepaid, addressed to the parties at their place of business or to such other addresses as the parties direct in writing. Notice to OverDrive shall be addressed to OverDrive at the address provided in the Introduction, Attention: President or to such person or to such address as OverDrive may designate. Notice to County shall be addressed to the address for County in the Introduction to this Agreement, Attention to the individual signing on behalf of County or to such person or to such address as County may designate.

12.7 Force Majeure. Neither party shall be deemed in fault of this Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies, or any other causes beyond the control of such party provided that such party gives the other written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to cure the delay. In the event of such Force Majeure, the time of performance or cure shall be extended for a period equal to the duration of the Force Majeure but in no event shall exceed three (3) months.

12.8 Assignment. This Agreement may not be assigned by either party, nor any duty hereunder be delegated by either party without the prior written consent of the other party, which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

12.9 Limitations of Liability. In the event of failure of either party to fulfill any of its obligations hereunder, the initial remedy of the other party under this Agreement shall be to request performance of such obligation. If such performance is not rendered, the other party may terminate the Agreement pursuant to Paragraph 11.3, and where appropriate, bring an action for any moneys due and payable hereunder for services rendered. However, either party shall be entitled to enforce its rights regarding patents, copyrights, trademarks, or trade names, by any appropriate action, including actions for damages and equitable relief.

12.10 Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information, use of OverDrive's and/or DLR's trademarks, copyright, and other intellectual property rights, and/or Non-competition, will not be adequate for OverDrive's protection, and accordingly OverDrive shall have the right to obtain, in addition to any other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement.

12.11 Severability. In the event that a court of competent jurisdiction determines that any portion of the Agreement is unenforceable, void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such invalid provisions were deleted.

12.12 Entire Agreement. This Agreement constitutes the entire Agreement and understanding of the parties and supersedes all prior and contemporaneous Agreements, understandings, negotiations and proposals, oral or written. Section headings are provided for convenience purposes only and do not provide any modifications or substantive meaning to the terms and conditions of this Agreement. This Agreement may be amended or modified only by a subsequent Agreement in writing signed by each of the parties and may not be modified by course of conduct.

12.13 Binding. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors. In the event OverDrive enters into an agreement to sell substantially all the assets of OverDrive, this agreement shall be binding upon the purchaser.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

Accepted and Agreed:

OverDrive, Inc.
("OverDrive")
8555 Sweet Valley Drive, Suite N
Cleveland, Ohio 44125 USA

Monterey County Free Libraries
("County")
188 Seaside Circle
Marina, California 93933

By (signature): _____

By (signature):  _____

Name (Print): _____

Name (Print): Michael R. DERR

Title: _____

Title: CONTRACTS/PURCHASING OFFICER
COUNTY OF MONTEREY

Date: _____

Date: 11/23/11

Schedule "A-1"
Digital Library Reserve
Application Service and License Fee Schedule - (Content Service Plan)

The following modules comprise Digital Library Reserve County services for County administration of a circulating digital content collection. All prices are in USD.

Application Service	Service Information	Setup and Configuration Fee	Application License and Hosting Fee
Digital Library Reserve Server (DLR-S)	DLR is the digital content repository and database established for each library. Included is support for delivery and fulfillment of Adobe software compatible with DRM-protected eBooks, Mobipocket PDA titles, and digital audio books. Includes associated copyright protection services (DRM). Included with this fee are all third party software and technology licenses. Services are hosted at the secure DLR hosting center. Access to County-managed services is accomplished via secure admin web services. The County utilizes a PC, Internet connection and Web browser (Internet Explorer 5.5 or higher) to administer its digital collection. No additional hardware or software is required by County.	Per Schedule A-2	Per Schedule A-2
DLR Patron Website (DLR-PW)	This is the patron facing website that incorporates the County's look-and-feel. The Patron Website is a complete digital book center providing browsing, searching, promotional and checkout services for patrons to explore and download digital media to their own PC or mobile devices.	Included	
DLR Content Reserve Collection Access (DLR-CRCA)	This module enables the County collection staff to administer approval plans and development profiles to aid in building its digital content collection from Digital Library Reserve. Each account has access to digital media from leading publishers. Digital Library Reserve offers a large collection of best-selling popular, academic, business and educational titles.	Included	
DLR Patron Authentication Integration (DLR-PAT)	OverDrive personnel will work with County automation personnel to integrate its existing patron authentication system. Will support present County card, student ID, or other authentication to insure access of titles is limited to County patrons.	Initial integration of one ILS included	Subsequent integrations may be subject to additional fees
DLR OPAC Record Integration (DLR-OPAC)	OverDrive will assist County to coordinate access to MARC records for integration into the County catalog for patron searching and direct access to eBook and audio book titles. Included in the record will be a direct link for patrons to view the eBook and audio book title and status for lending. MARC records are available for purchase by County from OCLC.	MARC Records available for purchase from OCLC	
DLR Open Content Collection (DLR-OPC)	This module permits uploading digital content from other sources into the collection. This permits direct management of supported files and setting DRM to manage copyright protection and circulation of the title. This also enables the County to acquire eBooks and other documents directly from publishers and authors.	Included	
DLR Windows® Media Server (DLR-WMS)	Support for download or streaming of copyright protected digital audio and video using Microsoft® Windows® Media Series 9 and up. * OverDrive reserves the right to limit bandwidth.	Included*	

Schedule "B"
Digital Library Reserve and County Website Guidelines

1. Patron Support Resources

County will provide Primary Support for its Patrons via e-mail and/or by phone in direct support of all Patron inquiries, issues, and problems relating to the County Website. County will post on the County Website OverDrive supplied Frequently Asked Questions (FAQs) and other support information and links to assist with providing Patrons with answers to frequently asked questions. County will cooperate with OverDrive to implement practices as recommended by OverDrive to reduce the instances of Patron technical support issues.

2. Copyright Protection, Patron Authentication and Data Security

County will take reasonable steps to prevent unwarranted intrusion into data managed or maintained by OverDrive or on behalf of County and acquired in the course of County's operation of County's Application Services. This includes reasonable steps to protect its password and access to County's administrative website for management of its Digital County Reserve and County Website.

For Digital Products and Content which County acquires rights from OverDrive's Content Reserve for re-distribution and lending to Patrons, County agrees to deploy the following practices and methods to respect the Copyright Protection and Patron Authentication terms of OverDrive's Publishers and suppliers:

- A. County will respect and deploy the DRM protection settings as designated by Publisher that may restrict copying, sharing and/or printing.
- B. County acknowledges that Digital Product titles selected will not entitle County to access a copy of the title, but will enable its County Website the right to provide download access to the title for their Patrons as fulfilled through the Application Services after the DRM services have been applied.
- C. County is not granted any license to use titles for any "online" use, except for the display of Digital product cover art, excerpts and metadata as designated by Publisher and available from Content Reserve.
- D. County will be allowed to loan to their patrons or "check-out" Digital Products or Content via a download link from the County Website. County acknowledges that all circulating Digital Products will have a predetermined period for an automatic self-expiring use period or "time-out", which shall not be less than seven (7) days or other minimum lending period as required by publishers and suppliers.
- E. A Digital Product in the County's Website that is checked out by a Patron will not be available for another Patron to check out unless multiple copies of the title have been selected by County, or until the expiration period of the first Patron's time period has expired.
- F. County will take reasonable measures to ensure that only authorized Patrons of their County have access to the County Website for access to Digital Products or Content.
- G. Access to the Application Services shall be limited to those patrons of the County that have the required relation to the County to receive a County card ("Authorized Patrons"). County shall not provide access to the Application Services to any end users who are not Authorized Patrons. Authorized Patrons shall be defined as individuals who can provide proof of residency, employment, or enrollment in school or similar institution in the County's service area. Online County card applications and issuance, with or without any fees, that provide access to the Application Services without proof of the required County relation (as referenced in the foregoing sentence) shall not be permitted. OverDrive reserves the right to immediately terminate this Agreement if County provides access to the Application Services to end users who are not Authorized Patrons.

3. Third Party Logo and Trademark Use Guidelines

County acknowledges that its County Website will utilize and rely upon third party software and technologies provided by OverDrive, Microsoft Corporation, Adobe Systems, Inc., and other technology suppliers. OverDrive shall provide to County the applicable guidelines for utilizing the registered trademarks, logos, and software products associated with County's operation of the County Website. County agrees to abide by the terms and conditions of these third party suppliers. OverDrive will provide to County all necessary links, art, logos and instructions to permit County to comply with this provision.



Monterey County

Item No.35

Board Report

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

Legistar File Number: A 20-522

January 12, 2021

Introduced: 12/14/2020

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Authorize the Director of Information Technology or his designee to execute Amendment No. 1 to the Memorandum of Understanding with Bridgepointe Technologies, to extend the MOU to provide brokerage services with Verizon, FirstNet, Comcast, and other telecommunications sources at discounted prices, in addition to AT&T and to extend the term to August 29, 2024;
- b. Authorize the Director of Information Technology or his designee to sign order forms and associated documents for purchase of telecommunication services through Bridgepointe Technologies; and
- c. Accept non-standard contract provisions as recommended by the Director of Information Technology.
- d. Authorize the Director of Information Technology or his designee to sign up to three (3) extensions, subject to County Counsel review and provided the terms of the agreement remain substantially the same.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize the Director of Information Technology or his designee to execute Amendment No. 1 to the Memorandum of Understanding with Bridgepointe Technologies, to extend the MOU to provide brokerage services with Verizon, FirstNet, Comcast, and other telecommunications sources at discounted prices, in addition to AT&T and to extend the term to August 29, 2024;
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- d. Authorize the Director of Information Technology or his designee to sign up to three (3) extensions, subject to County Counsel review and provided the terms of the agreement remain substantially the same.

SUMMARY:

On August 28, 2019 the Board of Supervisors approved the Information Technology Department (ITD) to enter a non-standard Memorandum of Understanding with Bridgepointe Technologies to procure AT&T services at a discounted rate. In addition to AT&T, Bridgepointe Technologies can offer brokerage services with Verizon, FirstNet, Comcast, and other telecommunication sources at discounted prices that the County would like to have the option to procure on an as-need basis.

Further, ITD and Bridgepointe wish to extend the term to August 29, 2024.

DISCUSSION:

Bridgepointe Technologies is a telecommunication services broker that has helped the County acquire Internet and data circuits at discount rates with AT&T.

The Memorandum of Understanding (MOU) with Bridgepointe Technology states that the County will be charged either State of California discounted CALNET rates or AT&T discounted promotional rates, without imposition of additional charges by Bridgepointe.

Amendment No. 1 to the MOU will allow the County the option to purchase other telecommunications service providers' products and services from Bridgepointe in addition to AT&T; such as Comcast, FirstNet, Verizon, and other telecommunications service providers, and will extend the term to August 29, 2024.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the amendment as to form.

FINANCING:

There is no cost associated with these agreements with Bridgepointe Technologies. There is no impact to the General Fund except for possible future cost savings.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The arrangement will help County with a more cost-effective infrastructure build-up.

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Sandra Shaffer, Management Analyst III, 759-56957

Approved by:

Eric A. Chatham, Director of Information Technology, 759-6920

Attachments:

- Bridgepointe Technologies Memorandum of Understanding
- Bridgepointe Technologies Amendment No. 1

Attachments on file with the Clerk of the Board



Monterey County

Item No.

Board Report

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

Legistar File Number: A 20-522

January 05, 2021

Introduced: 12/14/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Sandra Shaffer, Management Analyst III, 759-56957

Approved by:

DocuSigned by:

Eric Chatham

Date: _____

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Eric A. Chatham, Director of Information Technology, 759-6920

Attachments:

- Bridgepointe Technologies Memorandum of Understanding
- Bridgepointe Technologies Amendment No. 1

Attachments on file with the Clerk of the Board

Memorandum of Understanding

Between

Bridge Pointe Technologies

And

County of Monterey

This Memorandum of Understanding (MOU) sets forth the terms and understandings between Bridge Pointe Technologies (Bridge Pointe) and the County of Monterey (County), a political subdivision of the State of California, in connection with the Customer Letter of Agency executed by Bridge Pointe and County, providing that Bridge Pointe will act as an AT&T Solutions Provider on behalf of County as an "Affiliate" under the terms of the Master Agreement between AT&T and County approved by the County on August 27, 2019. A copy of the Customer Letter of Agency (LOA) executed by Bridge Pointe and County is attached to this Memorandum of Understanding and is incorporated by reference as Exhibit A.

Terms

Bridge Pointe represents that there is no charge to County for Bridge Pointe services rendered to County pursuant to the LOA. Bridge Pointe will not bill County for placing orders with AT&T for County purchase of AT&T products and services.

Bridge Pointe represents that the cost of AT&T services purchased by County, through Bridge Pointe, pursuant to the attached LOA, will not be increased in any manner. County will be charged either State of California CALNET rates or AT&T discounted promotional rates, without imposition of additional charges by Bridge Pointe.

Bridge Pointe agrees that no exclusivity for procurement of AT&T services and products is conferred upon it by the LOA. County remains free to purchase AT&T services directly from AT&T, through another AT&T broker or agent, or by any other lawful procurement method.

Bridge Pointe represents that billing for AT&T products and services purchased by County through Bridge Pointe, pursuant to the attached LOA, will come directly from AT&T. AT&T billings for services and products purchased through Bridge Pointe, pursuant to the attached LOA, will be identical to AT&T billings for services and products purchased directly from AT&T.

The parties agree that the statement in the LOA that County, by virtue of its signature on the LOA, agrees "to all applicable tariffs" is stricken and is of no effect.

Page 1 of 3

**Memorandum of Understanding
Bridge Pointe Technologies and Monterey County
AT&T Products and Services**

The parties agree that Bridgepointe has no authority to enter into contracts on behalf of County. Thus, the language in the attached LOA, stating that Bridgepointe is “authorized to make changes to [County] accounts via orders for all services provided by AT&T” is stricken from the LOA and is of no effect. Only County retains authority to order services from AT&T and only County can authorize changes to County’s AT&T accounts.

Bridgepointe agrees that it will maintain the confidentiality of all data the County discloses to it in order to procure AT&T services and products. Bridgepointe agrees that it will maintain the confidentiality of data regarding the County’s account(s) with AT&T. Bridgepointe agrees to the confidentiality terms set forth in the Non-Disclosure Agreement attached as Exhibit B.

The parties agree that the above terms apply to Bridgepointe’s performance of the following activities:

- Placing orders for wireless and wireline services with AT&T
- such other AT&T products and services as County may request of Bridgepointe and Bridgepointe agrees to provide

Integration; Amendment; Duration

Together with the attached LOA and Non-Disclosure Agreement, this MOU represents the entire agreement between the parties regarding Bridgepointe’s services as a broker of AT&T products and services on behalf of County. Together with the attached LOA and Non-Disclosure Agreement, this MOU supersedes any prior written or verbal negotiations which may have occurred between the parties.

This MOU may only be modified by mutual consent, in writing, by authorized officials from Bridgepointe and the County of Monterey.

This MOU shall become effective upon signature by the authorized officials and will remain in effect for three (3) years from the effective date or until terminated by either party or terminated by mutual consent. Either party may terminate this MOU, including the attached LOA, by providing the other party with fifteen (15) days advance written notice, delivered to the persons identified below. The requirement to maintain the confidentiality of County’s data and information, as specified in the Non-Disclosure Agreement, survives the termination of this MOU and the LOA.

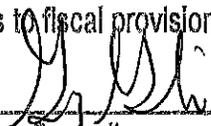
Contact Information

Bridgepointe Technologies
Avaneesh Krishna
Enterprise IT Strategist
Avaneesh.krishna@bpt3.net

County of Monterey
Alex Zheng
IT Division Manager
ZhegA@co.monterey.ca.us

 Date: 7-23-19
Bridgepointe Technologies

 Date: 9/3/19
Eric A. Chatham
Director of Information Technology
County of Monterey

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey 8/2/19

**Memorandum of Understanding
Bridge Pointe Technologies and Monterey County
AT&T Products and Services**

CUSTOMER LETTER OF AGENCY

Please be advised that we, County of Monterey ("Customer"), are interested in learning about and potentially purchasing certain products and services from AT&T Corp. and its affiliates ("AT&T")¹, and hereby allow Bridgepointe Technologies, Inc. ("SP") to act on our behalf with respect to the matters described herein.

By this Customer Letter of Agency ("Letter"), SP is authorized to operate as our representative in dealings between us and AT&T in connection with the marketing, sale and purchase of telecommunications, data, information, wireless, and other services. This authorization includes, but is not limited to, the ability to present pricing and contracts, negotiate and order services on our behalf, as well as the ability to obtain our customer proprietary network information ("CPNI"). Notwithstanding the foregoing authorization, SP is not authorized to execute any contracts on our behalf.

We understand that it is AT&T's legal duty to protect the confidentiality of our CPNI. CPNI is defined under federal law and includes information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by a customer of a telecommunications carrier, and that it is made available to the carrier by the customer solely by virtue of the carrier-customer relationship. In order to explore the purchase of telecommunications products and services from AT&T, we hereby authorize AT&T to use our CPNI, share our CPNI with SP, and/or provide SP with access to our CPNI on file with AT&T. We further grant AT&T permission to provide SP access to all information relating to our accounts and to make changes to our accounts via orders for all services provided by AT&T. We acknowledge and agree that any unauthorized disclosure of CPNI by SP will not result in us having any right or remedy against AT&T. We also understand and agree that, in order to determine service eligibility and communicate eligibility to SP, AT&T may initiate a credit check and/or access our existing credit information on file with AT&T.

I understand and agree that the signature, or electronic signature, set forth below constitutes Customer's agreement under this Letter and all applicable tariffs. By signing below, I represent that I have the authority to bind the Customer hereunder. For all legal purposes, an electronic Letter will be deemed an original "writing" in accordance with any applicable state law governing electronic signatures, writings and/or records, and the admissibility thereof will not be contested under any applicable best evidence rule or otherwise. This Letter will become effective on 8/21/2019 and will remain valid for a period of three (3) years unless revoked in writing by Customer, SP, or AT&T.²



SIGNATURE

Eric A. Chatham
Director of Information Technology Department
1590 Moffett Street, Salinas, CA 93905

Bridgepointe Technologies, Inc.
Ana Chacon
achacon@bpt3.net
SOLUTION PROVIDER ID (SPID) 15336

¹ AT&T means AT&T Telco, AT&T LD, and/or AT&T Corp. "AT&T Telco" means the applicable local telephone company subsidiary of AT&T Inc.: Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas; Pacific Bell Telephone Company d/b/a AT&T California; Nevada Bell Telephone Company d/b/a AT&T Nevada; Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; The Southern New England Telephone Company d/b/a AT&T Connecticut; BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; AT&T Communications of the Southern States, LLC; TC Systems, Inc.; SBC Long Distance, LLC; or BellSouth Long Distance, Inc. "AT&T LD" means the applicable long distance company subsidiary of AT&T Inc.: TC Systems, Inc.; SNET America, Inc. d/b/a AT&T Long Distance East; SBC Long Distance, LLC d/b/a AT&T Long Distance; or BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service or BellSouth Long Distance Service, Inc.

² Written revocation notices must specify the SP's name and be received by AT&T at: AT&T Alliance Channel, Attn: LOA Revocation, 2000 W AT&T Center Dr., Room 4B15B, Hoffman Estates, IL 60192.

NON-DISCLOSURE and CONFIDENTIALITY AGREEMENT

This vendor non-disclosure and confidentiality agreement (“Agreement”) is between The County of Monterey (hereinafter referred to as “County”), acting through its Information Technology Department, and Bridgepointe Technologies, Inc. (hereinafter referred to as “Company”) a vendor, having a business address at 1900 S Norfolk St, Ste 305 San Mateo, CA 94403.

I. RECITALS

Whereas, Company wishes to receive certain confidential and proprietary information technology information (hereinafter collectively “Information”) pertaining to third party service provider account information and services; and

Whereas the parties agree that this exchange includes all communication of Information between the parties in any form whatsoever, including oral, written, graphical, and machine-readable form, pertaining to the above; and

Whereas, Company wishes to receive the Information for the sole purpose of assisting County of Monterey with procurement of third party carrier services; and

Whereas, County is willing to disclose the Information and Company is willing to receive the Information on the terms and conditions set forth herein.

Now, therefore, County and Company agree as follows:

1. That the disclosure of Information by County is in strictest confidence and thus Company shall:
 - a. Protect and preserve the confidential nature of the Information, including taking reasonable physical, technological, and administrative security measures, and
 - b. Not disclose the Information to any party, or person, not a party to this Agreement, except for sub-contractors of Company who have previously agreed to confidentiality agreements no less restrictive than as set forth herein, and whose sub-contracts and confidentiality agreements have been reviewed by County, and
 - c. Exercise at least the same degree of care to maintain the Information as the Company exercises in maintaining as secret and confidential its own intellectual property, confidential, and secret information, but always at least a reasonable degree of care;
 - d. Use the Information only for the above-stated purpose;
 - e. Restrict disclosure of the Information solely to those employees and sub-contractors of Company having a need to know such Information in order to accomplish the purpose stated above;
 - f. Advise each such employee or sub-contractor, before he or she receives access to the Information, of the obligations of Company and sub-contractor under this Agreement, and require each such employee or sub-contractor to maintain those obligations;

- g. Within fifteen (15) days following the request of County, return to County all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to County, in writing, the destruction of such materials; and,
 - h. Immediately upon sale of Company or merger of Company with a third party, return to County all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information or, in County's sole option and discretion, confirm to County, in writing, the destruction of such materials.
2. The Information shall remain the sole property of County.
 3. COUNTY DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, COUNTY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. COUNTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE COMPANY.
 4. In the event of a breach or threatened breach or intended breach of this Agreement by Company, County, in addition to any other rights and remedies available to it at law or in equity, may be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
 5. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred, except to a successor-in-interest in connection with a merger, acquisition, or sale of all or substantially all its assets.
 6. Company shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of Information in a manner not permitted by this Agreement, arising out of, or in connection with, performance of this Agreement by Company and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible indemnification for the County. Company shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Company is obligated to indemnify, defend, and hold harmless the County under this Agreement. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the County and Company.
 7. For purposes of this Agreement, the following are designated as the parties' respective contacts and principal agents. Each party reserves the right to designate a different contact/agent upon giving written notice to the other party.

COUNTY	COMPANY
	Bridgepointe Technologies, Inc.
Contact Name / Title	Contact Name / Title
Mike Perez, Project Manager	Avaneesh Krishna / Enterprise IT Strategist
Information Technology Department	
Address	Address 1900 S Norfolk St, Ste 305 San Mateo, CA 94403
1590 Moffett Street	
Salinas, CA 93905	
Telephone	Telephone
831-759-6908	408-893-9368
Fax	Fax
e-mail	e-mail -- Avaneesh.krishna@bpt3.net

This Agreement is binding upon County and Company, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and Company's obligations under this Agreement will continue indefinitely.

***** Signatures on the following page *****

COUNTY OF MONTEREY		COMPANY	
Approve as to Form			
By:	<i>Kay Resner</i> Deputy County Counsel		
Date:	8/1/19		
By:	<i>Eric A. Chatham</i> Department Head	By:	Scott Evars
Date:	9/3/19	(Signature of Chair, President, or Vice-President) *	
		Name:	Scott Evars
		Title:	Co-Founder and CEO
		Date:	June 19, 2019
		By:	<i>J. P. R.</i>
		(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer) *	
		Name:	Brian Miller
		Title:	Co-Founder
		Date:	7-23-2019

*INSTRUCTIONS: If Company 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 Company 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 Company is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**AMENDMENT No. 1 TO MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY
DEPARTMENT & BRIDGEPOINTE TECHNOLOGIES**

THIS AMENDMENT NO. 1 is made to the non-standard MEMORANDUM OF UNDERSTANDING (MOU) for the provision of telecommunications services broker to acquire AT&T, Verizon, FirstNet, Comcast, and other telecommunication sources approved by the County providing internet and data circuits at discounted rates by and between **Bridgepointe Technologies Corporation**, hereinafter “CONTRACTOR,” and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY.”

RECITALS

WHEREAS, the MOU was executed to procure AT&T services at discounted rates with a term of August 28, 2019 to August 28, 2022; and

WHEREAS, Bridgepointe Technologies can provide brokerage services with Verizon, FirstNet, Comcast, and other telecommunications sources at discounted prices, in addition to AT&T; and

WHEREAS, the COUNTY wishes to use these additional services; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the MOU to both extend the term through August 29, 2024 and to include additional telecommunication sources approved by the COUNTY;

AGREEMENT

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the MOU in the following manner:

1. The term of this Memorandum of Understanding is from August 28, 2019 to August 28, 2024, unless sooner terminated pursuant to the terms of this MOU.
2. In addition to AT&T, Bridgepointe Technologies will also act as a Solutions Provider and broker of services and products with Verizon, FirstNet, Comcast, and other telecommunications sources.
3. All terms and conditions that apply within this Memorandum of Understanding to AT&T, are conferred onto Verizon, FirstNet, Comcast, and other telecommunications sources.
4. Except as provided herein, all remaining terms, conditions and provisions of the MOU are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the MOU.

A copy of this AMENDMENT NO. 1 shall be attached to the original MOU.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 1 on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Director of Information Technology

By: 

Signature of Chair, President, or
Vice-President

Dated: _____

Scott Evers, Co-Founder/CEO
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 12-14-2020

Deputy Auditor/Controller

By: 

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

Dated: _____

Brian Miller, Co-Founder
Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated: 12-14-20

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



Monterey County

Item No.36

Board Report

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

Legistar File Number: A 21-009

January 12, 2021

Introduced: 12/17/2020

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Library Director and/or her Designee to accept a grant from the California State Library in the amount of \$250,000 to purchase a new North County Bookmobile; and
- b. Approve and authorize the Library Director and/or her Designee to sign an agreement with Farber Specialty Vehicles, Inc., effective March 1, 2021 through March 31, 2022 in an amount not to exceed \$370,000 to construct and deliver the Bookmobile.

RECOMMENDATION/SUMMARY:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Library Director and/or her Designee to accept a grant from the California State Library in the amount of \$250,000 to purchase a new North County Bookmobile; and
- b. Approve and authorize the Library Director and/or her Designee to sign an agreement with Farber Specialty Vehicles, Inc., effective March 1, 2021 through March 31, 2022 in an amount not to exceed \$370,000 to construct and deliver the Bookmobile.

DISCUSSION:

The Monterey County Free Libraries provides three Bookmobiles to serve areas of the County unable to effectively reach, access, or use a branch library. Included in a regular rotation of stops are communities with no branch building, schools, senior living facilities, and other community gathering areas. The Bookmobile serving the North area of the County is a 1993 Thomas Bus, with frequent breakdowns, and significant time off the road for repairs.

In April 28, 2020, the Monterey County Free Libraries applied for a grant from the California State Library, was granted the award and will receive complete funding for \$250,000 by June 23, 2021. In addition, on June 6, 2020, a Capital Improvement Project was created to replace the North County Bookmobile, with an estimated project cost of \$370,000. As part of the County budget process for FY 2020-21 the Board of Supervisors approved the funding of the difference - in the amount of \$120,000.

State Grant	\$250,000
CIP funding	<u>\$120,000</u>
Total Estimated cost	\$370,000

The Monterey County Free Libraries worked with Contracts and Purchasing, and issued an RFP for the Bookmobile. The RFP included both required elements and options so each vendor could provide recommendations with cost options. Five vendors submitted proposals, and a team of five scored the proposals, with the highest scoring response from Farber Specialty Vehicles, Inc. After negotiation with Farber Specialty Vehicles, the final development and options for the Bookmobile was selected. The build time is expected to be about 300 days, putting the new Bookmobile in Monterey County serving the public well in time to meet the California State Library Grant deadline.

Bookmobiles serve many additional functions, and those functions have expanded during the COVID-19 pandemic. This Bookmobile will be equipped with the ability to act as a roving hot spot, to serve communities during designated route stops and in emergency functions, as the South County Bookmobile did during the fires in 2020, when it provided the wireless internet access for the San Lorenzo Valley Fairgrounds when used as an emergency shelter. This new Bookmobile is equipped to carry a wide variety of materials and technology, expanding the service and purpose of a stop from just item selection and check out to programming, technology access, connectivity, and more. Elements of the vehicle can be powered with the engine, a gasoline generator, electric batteries, shoreline connection, and solar panels. With the reliability of a new vehicle; along with added fuel efficiency, generator capacity, and flexibility; stops can be expanded and retooled, as we have new communities throughout the County that need public library service, and greater needs for connectivity and educational programming. Bookmobile service is a core element of the Monterey County Free Libraries Strategic Plan, and this is an opportunity to significantly enhance the program with a new vehicle.

OTHER AGENCY INVOLVEMENT:

Contracts and Purchasing and Fleets Services assisted and reviewed the RFP Process and criteria and provided a rater for scoring the proposals.

FINANCING:

Monterey County Free Libraries will use the \$250,000 grant from the State of California and the rest of the portion of the anticipated purchase cost, in the amount of \$120,000, will come from County CIP Funding (Project #61108), approved by the Board of Supervisors on June 2, 2020.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The purpose of the purchase of the bookmobile is to serve areas of the County unable to effectively reach, access, or use a branch library. Included in a regular rotation of stops are communities with no branch building, schools, senior living facilities, and other community gathering areas.

- Economic Development
- Administration
- Health & Human Services
- Infrastructure

Public Safety

Prepared by Jacqueline C. Bleisch, Administrative Services Officer, (831)883-7576

Approved by: Hillary Theyer, Library Director, (831) 883-7566

Attachments:

County Standard Agreement - MCFL with Farber Specialty Vehicles

Exhibit A - Scope of work

CA State Grant Summary and Certification

CA State Grant Award and Agreement

CIP Project #61108 North County Bookmobile Funding FY 21-22

Farber Specialty Vehicles Quotations

..Title

- a. Approve and authorize the Library Director and/or her Designee to accept a grant from the California State Library in the amount of \$250,000 as a portion of funding designated to a purchase of a new North County Bookmobile. The purchase of the new Bookmobile is anticipated to cost approximately \$370,000 (inclusive of taxes) and the unfunded portion will be augmented by the approval of CIP (Capital Improvements Project) in the amount of \$120,000, approval of which was granted by the Board Supervisors on June 2, 2020.
- b. Approve and authorize the Library Director and/or her Designee to purchase a new North Bookmobile, not to exceed \$370,000 using the grant received from the California State Library in the amount of \$250,000.00 and the rest of the funding in the amount of \$120,000 through the approved Capital Improvements Project approved by the Board of Supervisors on June 2, 2020.

...Report

RECOMMENDATION/SUMMARY:

It is recommended that the Board of Supervisors:

Approve and authorize the Library Director and/or her Designee to accept a grant from the California State Library in the amount of \$250,000 as a portion of funding designated to a purchase of a new North County Bookmobile. The purchase of the new Bookmobile is anticipated to cost approximately \$370,000 (inclusive of taxes) and the unfunded portion will be augmented by the approval of CIP (Capital Improvements Project) in the amount of \$120,000, approval of which was granted by the Board Supervisors on June 2, 2020.

DISCUSSION:

The Monterey County Free Libraries provides three Bookmobiles to serve areas of the County unable to effectively reach, access, or use a branch library. Included in a regular rotation of stops are communities with no branch building, schools, senior living facilities, and other community gathering areas. The Bookmobile serving the North area of the County is a 1993 Thomas Bus, with frequent breakdowns, and significant time off the road for repairs.

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OTHER AGENCY INVOLVEMENT:

Contracts and Purchasing and Fleets Services assisted and reviewed the RFP Process and criteria and provided a rater for scoring the proposals.

FINANCING:

Monterey County Free Libraries will use the \$250,000 grant from the State of California and the rest of the portion of the anticipated purchase cost, in the amount of \$120,000, will come from County CIP Funding (Project #61108), approved by the Board of Supervisors on June 2, 2020.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The purpose of the purchase of the bookmobile is to serve areas of the County unable to effectively reach, access, or use a branch library. Included in a regular rotation of stops are communities with no branch building, schools, senior living facilities, and other community gathering areas.

- Economic Development
- Administration

- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Jacqueline C. Bleisch, Administrative Services Officer, (831) 883-7576

Approved by: Hillary Theyer, Library Director, (831) 883-7566

DocuSigned by:

Jacqueline Bleisch 1/4/2021 | 1

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1/4/2021 | 1

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Attachments:

- County Standard Agreement – MCFL with Farber Specialty Vehicles
- CA State Grant Award to purchase a Bookmobile
- CIP Project #61108 North County Bookmobile
- BOS Order of approval – CIP Project
- RFP award to Farber Specialty Vehicles
- Farber Specialty Vehicles Quotations

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:
Farber Specialty Vehicles, 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:

shall construct for and deliver to the Purchaser a 2021 FARBER BOOKMOBILE upon meeting the specifications and drawings designed by Farber per Monterey County Free
 Librarian approval

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: \$ 370,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from March 1, 2021 to March 31, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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: Farber Specialty Vehicles, Inc. Quotation

MCFL with Farber Specialty
 Vehicles

Agreement ID: not to exceed (<) \$370,000

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.

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 for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

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:

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

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

14.0 NOTICES:

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

FOR COUNTY: Monterey County Free Libraries Jacqueline C. Bleisch <i>Library Administration Manager</i>	FOR CONTRACTOR: Farber Specialty Vehicles, Inc. Ken Farber <i>President</i>
Name and Title	Name and Title
188 Seaside Circle Marina, CA 93933	7052 Americana Parkway, Columbus, Ohio 43068
Address	Address
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Farber Specialty Vehicles, Inc.

Contractor's Business Name*

DocuSigned by:
By: Ken Farber

(Signature of Chair, President, or Vice-President) *

Date: 12/16/2020 | 9:23 AM PST
Name and Title

DocuSigned by:
By: Nick Farber

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

Date: 12/16/2020 | 3:09 PM EST
Name and Title

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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

EXHIBIT-A

**To Agreement by and between
Monterey County Free Libraries, hereinafter referred to as “County”
AND
Farber Specialty Vehicles, 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:

See attached Quotes and payment provisions

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$370,000.00 (inclusive of taxes) and 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:

Payment to be made in the following manner;

- a. Upon the signing of this Agreement forty percent (40%) of total contract
One Hundred Thirty-Seven Thousand Seven Hundred Six DOLLARS (\$137,706.00).
- b. Upon delivery of the vehicle to the Purchaser.
Two Hundred Six Thousand Five Hundred Sixty DOLLARS (\$206,560.00).

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

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.



April 28, 2020

Hillary Theyer
Monterey County Free Libraries
188 Seaside Circle
Marina, CA 93933

Dear Ms. Theyer,

This letter constitutes the California State Library's approval of a \$250,000 local assistance grant to the Monterey County Free Libraries, for North County Bookmobile, funded by the Shared Vision/Bringing the Library to You grant program. The grant is effective for the period beginning April 28, 2020, and ending March 31, 2022.

The primary grant monitor on this project is Beverly Schwartzberg. She can be contacted at 916-701-6880, e-mail beverly.schwartzberg@library.ca.gov.

This grant is governed by the project plan and budget outlined in your application (amended, if requested) and the award terms and conditions, including the Monterey County Free Libraries's assurances that it will use project-specific evaluation tools, participate in project evaluation activities, and provide all necessary data to satisfy any State Library reporting requirements.

Please return and sign the enclosed claim and certification forms. Best wishes for a successful project.

Respectfully yours,

Greg Lucas

Greg Lucas
California State Librarian

Enclosures

Cc: Colette Moody
Rebecca Wendt
Beverly Schwartzberg

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

Award #:	SVBT-023
Library/Organization:	Monterey County Free Libraries
Project Title:	North County Bookmobile
Award Amount:	\$250,000

APPROVED BUDGET

Personnel	\$
Travel	\$
Supplies/Materials	\$
Equipment (\$5,000 or more per unit)	\$250,000
Consultant Fees	\$
Services (contracted)	\$
Project Total	\$250,000
Indirect Cost	\$
Grant Total	\$250,000

Start Date:	April 28, 2020
End Date:	March 31, 2022

Please understand that processing of grant payments can take from six to eight weeks before delivery. If you have not received your payment after eight weeks, please contact your grant monitor.

REPORTING

The Monterey County Free Libraries must provide two mid-project financial and narrative reports as outlined in the grant terms and conditions (January 31, 2021; July 31, 2021); final financial and narrative reports by April 30, 2022; and updates upon request. Please send your reports to Colette Moody: colette.moody@library.ca.gov | Fiscal Office, California State Library, P.O. Box 942837, Sacramento, CA 94237-0001.

PAYMENTS

This award will be made in two payments (90% for first payment; 10% upon completion of final report). The grant recipient must fulfill all project reporting requirements and expend all funds, or return all unspent grant funds, by the time specified in the grant terms and conditions.

CONTACT

We want your project to be successful. Please work with this grant monitor in implementing your project:

Grant Monitor:	Beverly Schwartzberg
Phone Number:	916-701-6880
Email Address:	beverly.schwartzberg@library.ca.gov

California State Library
Fiscal Office
PO Box 942837
Sacramento, CA 94237-0001

Grant Agreement & Certification of Compliance
North County Bookmobile
Monterey County Free Libraries, SVBT-023
Cover page – Summary and Contact Information

SUMMARY AND CONTACT INFORMATION

This first page is a summary of the application information for **North County Bookmobile: Shared Vision/Bringing the Library to You Project**.

Grantee Name: Monterey County Free Libraries

Grantee Award Number: SVBT-023

Grant Awarded Amount: \$250,000

First Payment (90%): \$225,000

Final Payment (10%): \$25,000

Authorized official: Hillary Theyer, Library Director, Monterey County Free Libraries

Project Lead: Hillary Theyer, Project Coordinator

Organization Address:

Monterey County Free Libraries, 188 Seaside Circle

Marina, CA 93933

North County Bookmobile GRANT AGREEMENT AND CERTIFICATION OF COMPLIANCE

This is the North County Bookmobile Grant Agreement (award number SVBT-023) and Certification of Compliance between the California State Library and Monterey County Free Libraries, henceforth referred to as Grantee.

The Grantee designated above hereby certifies to the California State Library that the grant of \$250000 will be used solely to carry out the program set forth in its North County Bookmobile application as approved, and/or as amended and approved by the California State Librarian.

TERMS AND CONDITIONS

The Grantee and its named or designated fiscal agent (if applicable) hereby assures the California State Library that:

1. It is mutually understood between the parties that this grant award may have been made before the availability of appropriated funds was ascertained. This was done for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
2. This grant award is valid and enforceable only if sufficient funds are made available to the California State Library in the Enactment Year 2019 State Budget for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitation, or conditions enacted by the Legislature and approved by the Governor, which may affect the provisions, terms or funding of this grant award in any manner.
3. It is mutually agreed that if sufficient funds are not appropriated for the program, this grant award shall be amended to reflect any reduction in funds.
4. It is mutually agreed that the grant application and the timeline included therein are part of the grant agreement.
5. The complete North County Bookmobile GRANT AGREEMENT and CERTIFICATION OF COMPLIANCE shall constitute the grant agreement for the project.

6. The Grantee shall report to the State Librarian in such form and containing such information as may be required to enable the California State Library to administer the grant. The Grantee shall keep records and afford access to records concerning the grant as the California State Librarian finds necessary to assure the correctness and verification of grant reports.
7. The expenditure under this program shall not be used to supplant Grantee efforts in other programs.

This agreement is subject to the provisions of the Budget Act of 2019, Chapter 23 of the Statutes of 2019. Performance of the provisions of this agreement is subject to the conditions and availability of funds as awarded by the State Librarian under the Act.

1. The terms of this agreement shall be upon execution until the end of the grant period, but shall be subject to termination by the State Librarian upon notice to the grantee at least thirty (30) days prior to the effective date of termination. The State Librarian may extend the final deadline for good cause. Request for extension beyond the final deadline of the end of the grant period must be received at least 30 days prior in writing to that deadline at the State Librarian's office.

In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports and/or materials prepared up to the date of termination, and the State Librarian shall determine, and pay the grantee for necessary and appropriate expenditures and obligations to the date of termination which have not been covered by prior installments previously paid to the Grantee. 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 60 days of the notice of termination.

2. The State Librarian may at any time during the term of this agreement review, audit, and inspect the project for compliance with this agreement.
3. The California State Library shall be acknowledged in all promotional materials and publications related to the North County Bookmobile project.
4. Original material produced with these grant funds may be copyrighted by the Grantee or its assignees. However, the California State Library reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, 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.

The foregoing provision specifically authorizes the California State Library to mount copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.

5. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Grantee of his/her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its 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 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 subcontractor.
6. Grantee has the right to perform services for others during the term of this agreement.
 - a. Grantee has the right to perform the services required by this agreement at any location or at any time during the grant period, following the agreed-upon timeline.
 - b. Grantee shall furnish all equipment and materials used to provide the services required by this Agreement.
 - c. Grantee, Grantee's employees or contract personnel shall perform all services required by this Agreement; and beyond general monitoring and administration of the grant contract, the State Library shall not hire, supervise or pay any personnel to assist Grantee.
 - d. The State Library shall not provide any training to Grantee, Grantee's employees or contract personnel with the skills necessary to perform the services required by this Agreement.
 - e. The State Library shall not require the Grantee, Grantee's employees or contract personnel to devote full time to performing the services required by this Agreement.
7. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, its 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 Grantee in the performance of this Agreement.

8. In the event of a dispute, Grantee shall file a "Notice of Dispute" with the State Library within ten (10) days of discovery of the problem. Within ten (10) days, the grant monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Grantee and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the State Librarian or designated representative of each organization for resolution. The decision of the State Librarian or designated representative shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal. The existence of a dispute not fully resolved shall not delay Grantee to continue with the responsibilities under this Agreement which are not affected by the dispute.
9. Federal and State Taxes: The State Library shall not
 - a. Withhold FICA (Social Security and Medicare 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.
10. 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.
11. Workers' 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.
12. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical conditions (cancer), age (over 40), marital status, and denial of family care leave. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.
13. Exclusive Agreement: This is the entire Agreement between the State Library and the Grantee.

14. Severability: If any part of this Agreement is held unenforceable, the remainder of the Agreement will remain in full force and effect.
15. Applicable Law: The laws of the State of California govern this Agreement.
16. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
 - a. When delivered personally to the recipient's address as stated in this Agreement;
 - b. Three days after being deposited in the U.S. Mail, postage prepaid addressed to recipient's address as stated in this Agreement
 - c. When sent by Fax or e-mail to the last Fax or e-mail address of the recipient known to the party giving notice. Notice is effective upon receipt.

PAYMENTS, REPORTS AND CLAIMS

LIMITATION OF EXPENDITURE

Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations.

Any of the sums listed as approved and/or amended appearing under the categories in the approved budget may be adjusted with prior authorization from the State Library grant monitor. This would be to increase any allotment not more than 10% 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.

PAYMENTS

Payment will be provided to cover the expenditures incurred by the Grantee for the project in the following manner:

- **Initial Payment of 90% of Approved Award Amount (\$225,000):** upon execution of the agreement and submission of claim and certification by Grantee.
- **Payment of 10% of Approved Award Amount (\$25,000):** on project completion and upon the submission of required final narrative and financial reports, no later than June 30, 2022.

If the amount of payment made by the California State Library shall exceed the actual expenses during the term of this agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall refund to the California State Library the amount of such excess payment.

REPORTS AND CLAIMS

The Grantee shall make all required reports and claims to the California State Library.

- I. 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. The financial reports shall reflect the expenditures made by the Grantee under the Agreement. The financial reports may be incorporated into the same reporting structure as the narrative reports. The financial reports shall be submitted by the following dates, by the following dates:
 - a. First Grant Reports (mid-project narrative and financial) (covering start of grant-December 2020: **January 31, 2021**

- b. Second Grant Reports (mid-project narrative and financial) (covering January 2021-June 2021): **July 31, 2021**
 - c. Final Grant Reports (final narrative and financial): upon the completion of the grant project and/or no later than **April 30, 2022**
- II. To obtain payment hereunder, the Grantee shall submit authorized claims provided by the California State Library for that purpose. For properly submitted claims, the California State Library agrees to reimburse the Grantee as soon thereafter as State fiscal procedures permit.
- III. The final 10% of the grant award is payable only if the Grantee is on schedule to fulfill all project requirements in the time specified in the award. The project grant monitor must also approve the project reports. Failure to provide timely reports is a breach of a Grantee's administrative duty under the award, which may result in State audit exceptions against the State and the loss of grant funds. The State Librarian may extend the final deadline for good cause. Request for extension beyond the ending date of the grant period, must be received at least 30 days prior in writing to that deadline by the grant monitor.

California State Library
Fiscal Office
PO Box 942837
Sacramento, CA 94237-0001

Grant Agreement & Certification of Compliance
North County Bookmobile
Monterey County Free Libraries, SVBT-023
Section 3: Grant Term and Award Documentation

GRANT TERM AND AWARD DOCUMENTATION

Award #: SVBT-023

Approval Date: April 28, 2020

Grantee: Monterey County Free Libraries

Project Name: North County Bookmobile: Mobile Libraries

Funding Start Date: ****upon execution**** and not before April 28, 2020

Approved Funds: \$250,000

Term: upon execution – March 31, 2022, or upon earlier completion of project

PAYMENT SCHEDULE

- 90% of award amount of approved funds in the amount of \$225000, payable upon execution of agreement and submission of claim and certification
- 10% of award amount of approved funds in the amount of \$25000, payable upon submission of final project narrative and financial reports

California State Library
Fiscal Office
PO Box 942837
Sacramento, CA 94237-0001

Grant Agreement & Certification of Compliance
North County Bookmobile
Monterey County Free Libraries, SVBT-023
Section 3: Grant Term and Award Documentation

FOR INTERNAL USE ONLY - Billing Information

Appropriation Encumbered (designate where applicable) for: Monterey County Free Libraries

ITEM NO: **6120-217-0001, Chapter 23, Statutes of 2019**

PURCHASING AUTHORITY NUMBER: **CSL-6120**

Reporting Structure: **61202000**

COA: **5432000**

Program #: **5312**

ATTENTION

Attached following is the claim for payment and the project certification. These two forms must be completed, signed (with original signatures), and returned to:

**California State Library
Fiscal Office – Local Assistance
State Funded Projects
P.O. Box 942837
Sacramento, CA 94237-0001**

These forms must be submitted as soon as possible to avoid delay in receiving funds. You should retain copies of the claim and certification of compliance for your files.

You should receive your payment within 6-8 weeks upon submission. If you have further questions, please feel free to contact Bev Schwartzberg (beverly.schwartzberg@library.ca.gov) or 916-701-6880.

Thanks!

California State Library
Fiscal Office
PO Box 942837
Sacramento, CA 94237-0001

Grant Agreement & Certification of Compliance
North County Bookmobile
Monterey County Free Libraries, Invoice# SVBT-023-001
Section 5: Claim for Payment, Page 1 of 1

FINANCIAL CLAIM FIRST PAYMENT

ENY: **2019**

ITEM NO: **6120-217-0001, Chapter 23, Statutes of 2019**

PURCHASING AUTHORITY NUMBER: **CSL-6120**

REPORTING STRUCTURE: **61202000**

COA: **5432000**

PROGRAM #: **5312**

SCHEDULE NO:

SCHEDULE DATE:

Date: _____

Claim of: Monterey County Free Libraries

Address: _____

Amount Claimed: \$225,000

Grant Award Number: SVBT-023

For Period From: upon execution to end of grant period

Type of Payment

PROGRESS

FINAL

IN FULL

Payable Upon Execution of Agreement

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)

State of California, State Library Fiscal Office

by _____ Date _____
(State Library Representative)

MAIL ONE ORIGINAL SIGNATURE TO:
California State Library
Fiscal Office – Local Assistance
State Funded Programs
PO Box 942837
Sacramento, CA 94237-0001

California State Library
Fiscal Office
PO Box 942837
Sacramento, CA 94237-0001

Grant Agreement & Certification of Compliance
North County Bookmobile
Monterey County Free Libraries, SVBT-023
Section 6: Program Certification, Page 1 of 1

Grantee: Monterey County Free Libraries

Grant Number: SVBT-023

PLEASE COMPLETE AND RETURN THIS PAGE
CERTIFICATION OF COMPLIANCE

- I. I certify that I am the legally designated representative for the Grantee named above, and am authorized to receive and expend funds for the conduct of this program.
- II. 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; that as the authorized representative of the Grantee, I commit to the conditions of this award and have the legal authority to do so.

SIGNED _____ DATE _____
Authorized representative

Print name and title of authorized representative

E-mail address of authorized representative

Street address of named Grantee Organization

City

County

Zip Code

Telephone of authorized rep.

Program Lead, if different than above

Type or print name and title of Program Lead

Telephone of Program Lead

Email address of Program Lead

California State Library
Fiscal Office
PO Box 942837
«Award_Number»
Sacramento, CA 94237-0001

Grant Agreement & Certification of Compliance
«Project_Title»
«LibraryOrganization_Name»,

Section 6: Program Certification, Page 1 of 1

<i>ITD Department Fund</i>		100,000					100,000
ITD - 1441 Schilling Place, 1st Floor - Cayenne Room Acoustic Upgrades Only	PWF 2019-22	111,003					111,003
<i>ITD Department Fund</i>		111,003					111,003
Information Technology Total		\$211,003					\$211,003

Department	Project #	20/21	21/22	22/23	23/24	24/25	Total
Library							
Library - North County - Bookmobile	61108	370,000					370,000
<i>California State Library Grant</i>		250,000					250,000
<i>Cannabis Tax Assignment</i>		120,000					120,000
Library - Countywide - Replace Reading Safari Vehicle	L-2019-07	220,000					220,000
<i>Foundation for MCFL</i>		220,000					220,000
Library Total		\$590,000					\$590,000

Department	Project #	20/21	21/22	22/23	23/24	24/25	Total
Natividad Medical Center							
NMC - 1441 Constitution Boulevard, Salinas - Radiology Modernization	B16-2016-059	7,848,408	1,662,102				9,510,510
<i>NMC</i>		7,848,408	1,662,102				9,510,510
NMC - 1441 Constitution Boulevard, Salinas - Nurse Call Replacement	B16-2016-066	1,200,400	1,799,600				3,000,000
<i>NMC</i>		1,200,400	1,799,600				3,000,000
NMC - 1441 Constitution Boulevard, Salinas - Interior Design Upgrades - Building Wide	B16-2016-069	450,000	500,000	500,000	500,000		1,950,000
<i>NMC</i>		450,000	500,000	500,000	500,000		1,950,000
NMC - 1441 Constitution Boulevard, Salinas - Furniture for Patient Areas & Ergo Equipment	B16-2016-084	450,000			500,000		950,000
<i>NMC</i>		450,000			500,000		950,000
NMC - 1441 Constitution Boulevard, Salinas - Refresh of Med Surg and ICU	B16-2016-096	1,163,400					1,163,400
<i>NMC</i>		1,163,400					1,163,400
NMC - 1441 Constitution boulevard, Salinas - General IT Equipment Replacement	B16-2016-148	747,850	500,000	500,000	500,000		2,247,850
<i>NMC</i>		747,850	500,000	500,000	500,000		2,247,850

CUSTOMER

County of Monterey
 Barbara Blythe
 Contract/Purchasing Office
 1488 Schilling Place
 Salinas, CA
[831-755-4997](tel:831-755-4997)

QUOTE/PROJECT DESCRIPTION

RFP#10777 - Bookmobile

TOTAL UNIT PRICE **\$354,366.00**

CONTACT	DELIVERY	SHIPPED VIA	F.O.B.	TERMS	DATE
Ken Farber	Feb 28, 2022	Farber		NET 30	23-Oct-20

QUANTITY		UNIT PRICE	TOTAL PRICE
1	FARBER 30EF; FORD	\$243,311.00	\$243,311.00
Model Upgrade Pricing			
INTERIOR OPTIONS			
2	Aluminum Book Shelving - Standard	\$	-
	Aluminum Removal BookCarts	\$ 1,000.00	\$ 2,000.00
EXTERNAL OPTIONS			
1	18' Roll up Electric Awning w/Aluminum Protective Cover	\$ 1,995.00	\$ 1,995.00
1	Exterior Monitor w/Weatherproof Door	\$ 1,000.00	\$ 1,000.00
1	Solar Panel Charging Kit; Up to 6 Panels	\$ 7,700.00	\$ 7,700.00
ELECTRONICS			
1	All-In-One Wireless Printer	\$ 350.00	\$ 350.00
LIGHTING			
1	Interior Led Lighting Package	\$ 3,660.00	\$ 3,660.00
	Exterior Lighting: Patron Door and Wheelchair Door - Standard		\$ -
H.V.A.C.			
2	Roof mounted air conditioner	\$ 975.00	\$ 1,950.00
Shorecord and Hybrid Power System			
1	Volta Power System	\$ 70,000.00	\$ 70,000.00
1	7KW Onan Gas Generator	\$ 6,450.00	\$ 6,450.00
1	30',50 Amp, 60Hz Shorecord w/Reducing Adapters	\$ 1,000.00	\$ 1,000.00
APPLIANCES			
1	Microwave	\$ 450.00	\$ 450.00
GRAPHICS			
1	Graphics Package, 3 Sides, 70 percent coverage	\$ 11,500.00	\$ 11,500.00

DELIVERY AND TRAINING \$ 3,000.00
 TOTAL UNIT PRICE **\$354,366.00**

SPECIAL NOTES AND INSTRUCTIONS

Once signed, please fax, mail or email to the provided address.
 Above information is not an invoice and only an estimate of services/goods described above.
 Payment will be collected in prior to provision of services/goods described in this quote.

Thank you for your business!

Please confirm your acceptance of this quote by signing this document.

Signature _____ Print Name _____ Date _____



Monterey County

Item No.37

Board Report

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

Legistar File Number: A 21-015

January 12, 2021

Introduced: 1/6/2021

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Monterey County Contracts/Purchasing Officer or Contracts/Purchasing Office Supervisor to sign an Agreement with Advanced Fire & Rescue Service Inc. to provide fire and rescue services to WeatherTech Raceway Laguna Seca Raceway (WRLS) retroactive to January 1, 2021 through December 31, 2021, for an amount not to exceed \$1,100,000; and,
- b. Approve and authorize the Monterey County Contracts/Purchasing Officer or Contracts/Purchasing Office Supervisor to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$110,000) of the agreement amount and do not significantly change the scope of work.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Monterey County Contracts/Purchasing Officer or Contracts/Purchasing Office Supervisor to sign an Agreement with Advanced Fire & Rescue Service Inc. to provide fire and rescue services to WeatherTech Raceway Laguna Seca Raceway (WRLS) retroactive to January 1, 2021 through December 31, 2021, for an amount not to exceed \$1,100,000; and,
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SUMMARY/DISCUSSION:

This request supports the use of Advanced Fire & Rescue Service, Inc., for fire and rescue services during track rental events at WeatherTech Raceway Laguna Seca. Advanced Fire & Rescue Service shall provide all equipment and fully licensed personnel necessary to perform their duties. Advanced Fire & Rescue Service, Inc., is one of the few vendors in this field that provide service to racetracks in the state of California, therefore their service is fundamental to the operation of all track rental business held at WeatherTech Raceway Laguna Seca. The service is required to operate the track.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved as to form.

FINANCING:

Cost of services provided by Advanced Fire & Rescue Service Inc. is not to exceed \$1,100,000 for the duration of the agreement. Cost of services provided by Advanced Fire & Rescue Service, Inc.

for track rentals is passed on to each track renter using the services.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Economic Development

Administration

Health and Human Services

Infrastructure

Public Safety

Prepared by: Lavonne Chin, Operations Manager, Ext 7214

Approved by: Dewayne Woods, Assistant CAO, Ext 5309

Attachments: Advanced Fire & Rescue Agreement including Exhibits A and B



Monterey County

Item No.

Board Report

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

Legistar File Number: A 21-015

January 12, 2021

Introduced: 1/6/2021

Current Status: Agenda Ready

Version: 1

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Legistar File Number: A 21-015

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

- Economic Development
- Administration
- Health and Human Services
- Infrastructure
- Public Safety

Prepared by: Lavonne Chin, Operations Manager, Ext 7214

DocuSigned by:
Lavonne Chin
99B2C4FE9C904C3...

Approved by: Dewayne Woods, Assistant CAO, Ext 5309

DocuSigned by:
Dewayne Woods
81F4FA8E23AF46D...

Attachments: Advanced Fire & Rescue Agreement including Exhibits A and 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:
Advanced Fire & Rescue Service, Inc.

_____,
(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

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

Provide:

Advanced Fire & Rescue Services for WeatherTech Raceway Laguna Seca.

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: \$ 1,100,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2021 to December 31, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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: Confidentiality of Patient Information

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.

Advanced Fire/Rescue Service Inc.
1-1-2021 to 12-31-2022
NTE: \$1,100,000.00

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 \$5,000,000 per occurrence.

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$5,000,000 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 \$5,000,000 per claim and \$10,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

9.04 **Other Requirements:**

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

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

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

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

CONTRACTOR shall 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:

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

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

14.0 NOTICES:

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

FOR COUNTY:	FOR CONTRACTOR:
Lavonne Chin County Representative	Craig Sanford
Name and Title	Name and Title
168 W. Alisal Street, 2nd Floor Salinas, CA 93901	16654 Soledad Canyon Road #186 Santa Clarita, CA 91387
Address	Address
831-759-7214	661-299-4801
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	Advanced Fire & Rescue Service, Inc. _____ Contractor's Business Name*
Date: _____	
By: _____ Department Head (if applicable)	By: <u>Craig A. Spink</u> _____ (Signature of Chair, President, or Vice-President) *
Date: _____	Name and Title
By: _____ Board of Supervisors (if applicable)	<u>Craig A. Spink</u> <u>President</u>
Date: _____	Date: <u>12/18/2020</u>
Approved as to Form Office of the County Counsel Leslie J. Girard, County Counsel	
By: _____ County Counsel	By: <u>Roberta Spink</u> _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Date: _____	Name and Title
Approved as to Fiscal Provisions	<u>Roberta Spink</u> <u>V.P.</u>
By: _____ Auditor/Controller	Date: <u>12/18/2020</u>
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 Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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

**Addendum to
County of Monterey Standard Agreement
Agreement ID: _____**

The following terms and conditions are hereby incorporated in and made part of that certain County of Monterey Standard Agreement (Agreement ID: _____) Agreement, dated January 1, 2021 (the "Agreement"), by and between the County of Monterey ("County") and the Advanced Fire & Rescue Service, Inc. ("Contractor") (the "Addendum"):

1. The County and A&D Narigi Consulting, LLC ("LSRA Manager") are parties to that certain Agreement for the Operation and Management of the Laguna Seca Recreational Area, dated January 2020 and executed by the County on November 20, 2019 (the "Management Agreement"), as maybe amended from time to time, whereby LSRA Manager is the County's agent and manages, on behalf of the County, and pursuant to the terms of the Management Agreement, the Laguna Seca Recreational Area (the "LSRA") and the WeatherTech@Raceway Laguna Seca (the "Raceway") located thereon.
2. The County, Contractor and LSRA Manager shall be individually referred to herein as "Party" and collectively as "Parties."
3. The Parties hereby agree that all Contractor's representations, warranties and covenants in the Agreement shall run to and have been made for the benefit of both County and LSRA Manager.
4. Section 8.0 INDEMNIFICATION: Section 8.0 shall be deleted in its entirety and the following inserted in its stead:

"8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County and the LSRA Manager, and their 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 or the LSRA Manager. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors."

5. The third paragraph of Section 9.04 Other Requirements shall be deleted in its entirety and the following inserted instead:

"Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey and the LSRA Manager and their

officers, agent, 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 the LSRA Manager and that the insurance of the Additional Insureds shall not be called upon to contribute to loss covered by the CONTRACTOR'S insurance."

6. Section 14 NOTICES is hereby amended by adding LSRA Manager's information as follows:

FOR LSRA MANAGER:

John Narigi
President & General Manager
1021 Monterey Salinas Hwy
Salinas, CA 93908
831-242-8201

7. All capitalized terms not defined herein this Addendum shall have the meaning as defined in the Agreement.

8. Should any portion of this Addendum conflict with the language contained in the Agreement, the Addendum shall take precedence.

9. Attached here to and incorporated herein are Exhibits A and B.

Exhibit A
Scope of Contractor Services

The CONTRACTOR will provide the following services at the direction and in cooperation with LSRA MANAGER:

A1.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original work, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

A1.2 CONTRACTOR RESPONSIBILITIES:

A1.2.1 CONTRACTOR has been approved to be a provider of Advanced Fire & Rescue Services for the WeatherTech Raceway Laguna Seca 2021-2022 Seasons.

A1.2.2 CONTRACTOR shall always maintain in full force during the performance of this Agreement insurance covering all its operations as set forth in Article 9.0 of the Agreement.

A1.2.3 CONTRACTOR shall inform County of any services provided at its facility at the time of booking. No deliveries or setup during a major spectator event shall occur without first informing County and receiving written authorization from the County that requested delivery is approved. This is to ensure proper placement and ensure other work is not negatively impacted. Failure by CONTRACTOR to comply with this requirement may result in the delay or prohibiting of delivery or installation.

A1.2.4 CONTRACTOR shall maintain and provide the County with the following Rescue Equipment during the term of this Agreement:

A1.2.4.1 CONTRACTOR shall provide the County with what CONTRACTOR refers to as Rescue Unit #s 1, 3, 4, 5, and 6.

A1.2.4.1.1 CONTRACTOR agrees that each Rescue Unit will be staffed with a recovery specialist and firefighter.

A1.2.4.1.2 CONTRACTOR agrees that Rescue Unit #2 shall be equipped with Basic Life Support Medical Gear, four (4) Fire Extinguishers, and the necessary Tow Straps for flat towing operations.

A1.2.4.1.3 CONTRACTOR agrees that the provided Rollback Tow Truck Units to support this Agreement are fully equipped to work both on the support roads within the facility as well as any support services required on the track surface.

A1.2.4.1.4 CONTRACTOR shall provide their Seagrave Fire Engine supporting 1500 GPM's with a 750-gallon support tank, and the Water Tender unit supporting 290 GPM's with a 2,000-gallon support tank if available and requested.

- A1.2.4.2 CONTRACTOR shall ensure that all Rescue Equipment are always carrying at a minimum of two-hundred and fifty (250) gallons of water/cold fire mix.
- A1.2.4.3 CONTRACTOR shall ensure that all Rescue Equipment carry the appropriate mix of Amkus Rescue Tools, such as but not limited to the following; hand tools and battery-operated tools, full medical gear for basic life support, assorted fire extinguishers and assorted tow straps for flat towing operations.
- A1.2.4.4 CONTRACTOR shall ensure that at a minimum that all Rescue Equipment are staffed with a Captain or Lieutenant for the driver position and a firefighter.
- A1.2.4.5 CONTRACTOR shall ensure that all staff are currently licensed, accredited, credentialed, and have successfully completed State approved Fire Academy, and are EMT Certified with a National Registered organization. All staff shall be currently certified in ACLS by the American Heart Association. Due to pandemic or other medical circumstances, track protocols must be followed.
- A1.2.4.5.1 CONTRACTOR shall always retain on file, copies of the current training documentation and valid certifications of all paramedics performing services under this Agreement.
- A1.2.4.5.2 CONTRACTOR shall send LSRA Management copies of EMT and fire certificates for all staff performing work on the premises.
- A1.2.4.6 CONTRACTOR shall provide training to all staff regarding compliance with the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the U.S. Department of Health and Human Services. All patient records shall be treated as confidential so as to comply with state and federal laws.
- A1.2.4.7 CONTRACTOR shall provide the County with a three (3) person rescue team, which shall include a Rescue Truck and a Flat Bed (Rollback) Tow Truck for on track operations.
- A1.2.4.8 CONTRACTOR shall be responsible for the daily inspection of all fire extinguishers and fire hoses on pit lane and garage area.
- A1.2.4.9 CONTRACTOR shall be responsible for informing the Laguna Seca Recreation Area Director of Operations of any identified deficiencies immediately, with a written follow up the same day. Written follow up can be accomplished through any electronic media form. CONTRACTOR shall also work with the local fire agencies on safety items during pro events as requested by County.
- A1.2.4.10 CONTRACTOR shall provide the required services from 8:30am until the conclusion of Track Activities each day, unless otherwise requested by County. CONTRACTOR may not leave the premises during a scheduled work day.
- A1.2.4.11 CONTRACTOR agrees to work with other local agencies on safety related items or issues during major event as requested by County.

A1.2.4.12 CONTRACTOR will abide by Laguna Seca Recreation Area Standard Operating Procedures for on-track safety response and extrication

A1.2.5 Payment Provisions:

A1.2.5.1 County agrees to pay CONTRACTOR in accordance to the agreed upon payment provisions as outlined below. Payment is NET 30-45 days once a detailed approved invoice is received by the County Auditor-Controller's office. Late payment fees are not honored by the County.

Equipment	Pricing
Rescue (One Rescue Worker, One Fire Fighter)	\$1,200 per day
Rescue with Tow, 4-Man Crew (One Rescue Worker, Two Fire Fighters, One Tow Driver)	\$1,600 per day
Flat Bed Tow Truck w/ 2 Drivers	\$950.00 per day
Seagrave Fire Engine w/Three Man Crew	Based on availability
Water Tender w/Driver	Based on availability

A1.2.5.2 County and CONTRACTOR agree that annual negotiations may take place with respect to pricing for year 2022 of the Agreement, with an annual increase not to exceed 3%. Final pricing to be mutually agreed upon by County and CONTRACTOR.

A1.3 COUNTY RESPONSIBILITIES:

A1.3.1 County shall provide CONTRACTOR with a maximum of ten (10) workers' passes and five (5) parking passes, subject to a written request, received by the Operations Office no later than ten (10) days prior to any major event(s).

END EXHIBIT A

Contractor Payment Provisions

CONTRACTOR to complete County documentation necessary to have an open Purchase Order with the County for payment of the actual fees. CONTRACTOR is to be reimbursed, through the County's standard processes, upon County's and LSRA Manager's receipt of necessary invoices evidencing the fee incurred by CONTRACTOR.

Exhibit B
Confidentiality of Patient Information

Confidentiality of Patient Information and Records: Notwithstanding any other terms of this Agreement, CONTRACTOR agrees to safeguard the privacy and security of all Protected Health Information (as defined under the Health Insurance Portability and Accountability Act, amendments thereto, and regulations thereunder) that it receives, accesses, or creates. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information. "Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information.

Upon expiration or termination of this Agreement, whichever is earlier, CONTRACTOR will promptly return all Protected Health Information to COUNTY or, unless prohibited by law, will destroy such information in a secure manner consistent with U.S. Department of Health and Human Services requirements and guidance.



Monterey County

Item No.38

Board Report

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

Legistar File Number: A 20-514

January 12, 2021

Introduced: 11/30/2020

Current Status: RMA Administration -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve an Agreement for Purchase of Real Property to purchase a Permanent Roadway Easement, and a Temporary Construction Easement, (3.372 acres, and 0.325 acres respectively) between the County of Monterey and Yuki Nojo, LLC., (APN 207-032-004), in the amount of \$331,690 for right-of-way for the construction of Davis Road Bridge Replacement and Road Widening project, Project No. 3600; and
- b. Authorize the Director of Public Works, Facilities, and Parks or their designee to execute the Agreement for Purchase of Real Property to purchase a Permanent Roadway Easement, and a Temporary Construction Easement.
- c. Authorize the Director of Public Works, Facilities, and Parks or their designee to accept the Permanent Roadway Easement and execute the Certificate of Acceptance and Consent to Recordation.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve an Agreement for Purchase of Real Property to purchase a Permanent Roadway Easement, and a Temporary Construction Easement, (3.372 acres, and 0.325 acres respectively) between County of Monterey and Yuki Nojo, LLC, (APN 207-032-004), in the amount of \$331,690 for right-of-way for the construction of Davis Road Bridge Replacement and Road Widening project, Project No. 3600; and
- b. Authorize the Director of Public Works, Facilities, and Parks to execute the Agreement for Purchase of Real Property to purchase a Permanent Roadway Easement, and a Temporary Construction Easement.
- c. Authorize the Director of Public Works, Facilities, and Parks or their designee to accept the Permanent Roadway Easement and execute the Certificate of Acceptance and Consent to Recordation.

SUMMARY:

Approval of the Agreement for Purchase of Real Property and acceptance and recordation of the Permanent Roadway Easement deed are necessary to secure the additional right-of-way to construct the Davis Road Bridge Replacement and Road Widening Project.

DISCUSSION:

The Public Works, Facilities, and Parks Department is working on the right-of-way phase of the Davis Road Bridge Replacement and Road Widening Project. The Project consists of replacing the existing two-lane, low-level Davis Road Bridge (Bridge No. 44C-0068) over the Salinas River with a longer

bridge that meets current American Association of State Highway and Transportation Officials (AASHTO) requirements. The existing Davis Road Bridge is located approximately two (2) miles south of the City of Salinas. The Project also proposes to widen Davis Road from two (2) lanes to four (4) lanes for approximately 2.1 miles between Blanco Road on the north and Reservation Road on the south.

The primarily purpose of the Project is to construct an all-weather crossing over the Salinas River on Davis Road. The current river crossing is a low-level crossing that is overtopped during larger flows of the Salinas River. The concept of widening Davis Road to four (4) lanes resulted from the need to provide further carrying capacity between the Salinas area and the Monterey Peninsula. The need for the widening was further articulated in the Regional Transportation Plans developed by the Transportation Agency for Monterey County (TAMC) for the region as well as the Fort Ord Reuse planning documents. Furthermore, On June 24, 2015 the Transportation Agency of Monterey County (TAMC) Board adopted the Marina-Salinas Multimodal Corridor Conceptual Plan that included the all all-weather crossing as well as the four-laning on Davis Road between Reservation Road and Blanco Road. To further the multimodal aspect of the corridor, the project proposes to provide class II bike lanes along Davis Road, and a bus queue at the intersection of Blanco and Davis Roads. The project will also reconstruct the intersection of Reservation Road/Davis Road by replacing the existing signal with a roundabout. The improvements to the Reservation Road/Davis Road intersection are a mitigation requirement to offset the additional traffic from the East Garrison Development.

On July 11, 2016, The Board of Supervisors certified the Environmental Impact Report (EIR) for the Project and directed the RMA to proceed with the Project's final design and related activities to be able to construct the project. An EIR Addendum for the Project was prepared to amend the Project design details to incorporate design modifications following the Value Analysis Study Report prepared in in 2017. The EIR Addendum was filed in May 2020.

A total of seventeen (17) easements from adjacent properties are necessary for the construction of the Project. Overland Pacific & Cutler, LLC., has appraised all the easements for compensatory value and offers presented to the affected property owners. Overland Pacific & Cutler, LLC., is also conducting the right-of-way negotiations with the property owners on behalf of the Monterey County.

The Yuki Nojo, LLC, (APN 207-032-004), parcel is the first parcel for which negotiations have been completed. The owners have agreed to the County's purchase of a permanent roadway easement and temporary construction easement, (3.372 acres, and 0.325 acres respectively). The agreed just compensation for the easement was determined to be \$331,690 by Overland Pacific & Cutler, LLC.

The Project is scheduled for construction for Fall 2021, following the acquisition of all the easements and issuance of the regulatory permits for the Project.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel-Risk Manager has reviewed and approved the Agreement for Purchase of Real Property and related deeds as to form and legality.

FINANCING:

The estimated total cost of the Project, including engineering, environmental, right-of-way and

construction, is \$74.2 million. The Project is currently unfunded in the amount of \$23.6 million. Staff is actively pursuing additional funding sources to fully fund the Project prior to the initiation of the construction phase. In the event that full funding is not obtained for the Project by the time the final design has been completed, staff is analyzing options of phasing the construction of the Project.

Funding from a variety of Federal, State and local revenue has been authorized for the design and right-of-way portion of the Project. There is no planned General Fund contribution for this Project. Sufficient appropriations of \$1,303,154 are available for this Project phase in the RMA-Public Works Annual Work Program for FY 2020-21 Budget for Fund 002, Unit 8195.

The total estimated project cost for the right-of-way phase of the Project is estimated at \$3.79 million. This phase of the Project is largely funded by the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) in the amount of \$1,788,645. The Project is also funded by Local Funds \$1,841,810 comprised of funds from the Regional Surface Transportation Program (RSTP) and development impact fees. There are sufficient appropriations adopted in the FY 2020-21 Road Fund 002 to finance the right of way phase of the project.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The project will replace the existing seismically deficient Davis Road Bridge with a new four (4) lane bridge that meets AASHTO and Caltrans Design Standards and widen the road to four-lanes to meet traffic needs. The recommended action supports the following Board of Supervisors' Strategic Initiative:

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Enrique Saavedra, P.E., Sr. Civil Engineer, (831) 755-8970

Reviewed by: Shawne Ellerbee, Assistant Director of Community Services

Approved by: Randell Ishii, M.S., P.E., P.T.O.E., Director of Public Works, Facilities, and Parks

The following attachments on file with the Clerk to the Board:

Attachment A - Project Budget

Attachment B - Location Map

Attachment C - Purchase Agreement with Yuki Nojo, LLC.

Attachment D - Easement Deed Yuki Nojo, LLC.



Monterey County

Item No.

Board Report

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

Legistar File Number: A 20-514

January 12, 2021

Introduced: 11/30/2020

Current Status: Agenda Ready

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is actively pursuing additional funding sources to fully fund the Project prior to the initiation of the construction phase. In the event that full funding is not obtained for the Project by the time the final design has been completed, staff is analyzing options of phasing the construction of the Project.

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Prepared by: Enrique Saavedra, P.E., Sr. Civil Engineer, (831) 755-8970

Reviewed by: Shawne Ellerbee, Assistant Director of Community Services

Approved by: Randell Ishii, M.S., P.E., P.T.O.E., Director of Public Works, Facilities, and Parks 

The following attachments on file with the Clerk to the Board:

- Attachment A - Project Budget
- Attachment B - Location Map
- Attachment C - Purchase Agreement with Yuki Nojo, LLC.
- Attachment D - Easement Deed Yuki Nojo, LLC.

ATTACHMENT A

**COUNTY OF MONTEREY RMA - PUBLIC WORKS
DAVIS ROAD BRIDGE REPLACEMENT AT SALINAS RIVER,
COUNTY NO. 208, PROJECT NO. 172165, STATE NO. 44C068,
FEDERAL AID PROJECT NO. BRLO-5944 (068)**

PROJECT BUDGET

Design Engineering/Environmental		\$ 7,142,338
Right-of-Way/Utilities		\$ 3,790,383
Construction Management		\$ 4,081,000
Construction		
Engineer's Estimate	\$53,834,000	
10% Contingencies	<u>5,383,400</u>	
		<u>\$ 59,217,400</u>
TOTAL ESTIMATED PROJECT COST:		\$ 74,231,121

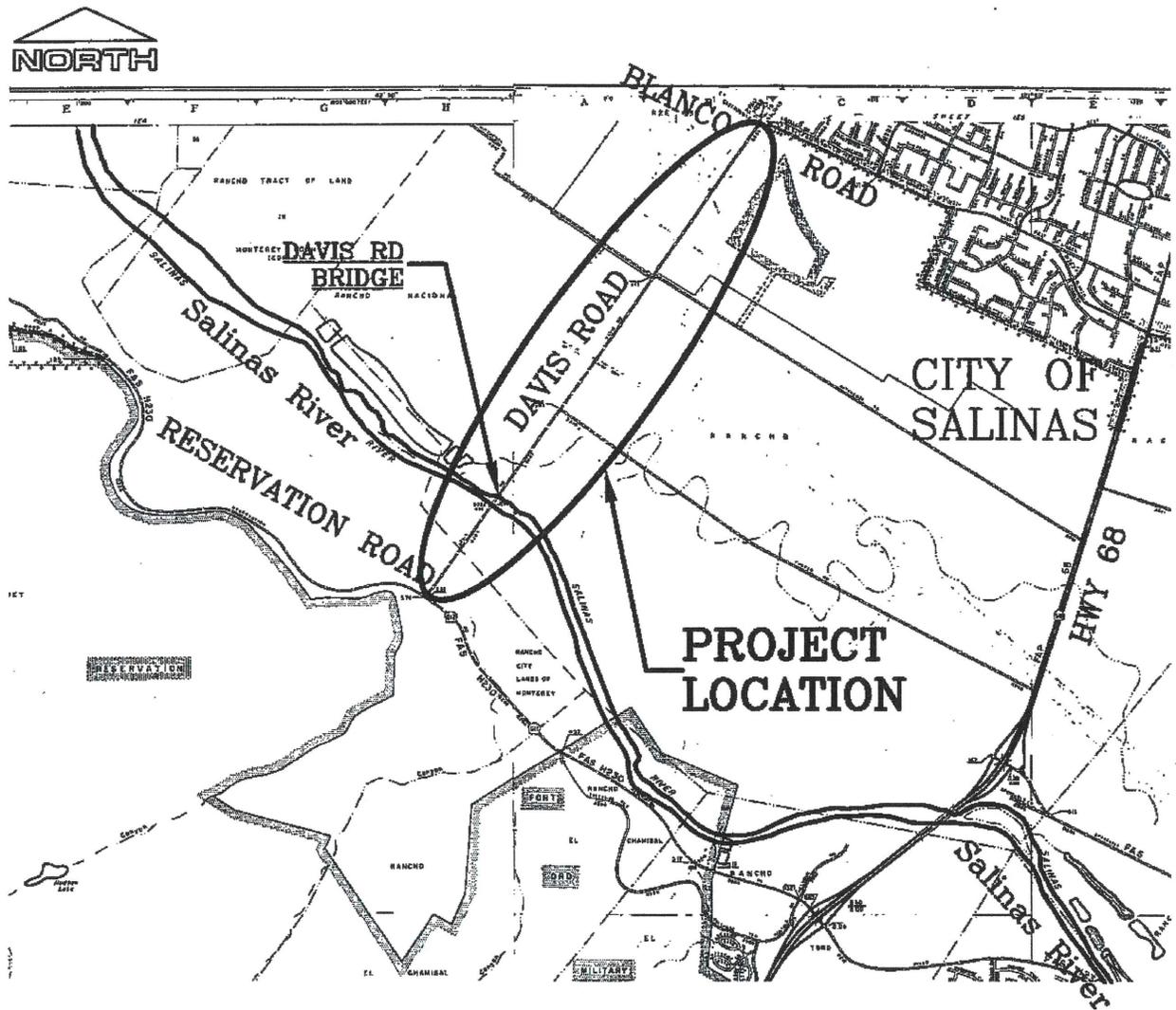
REVENUE

Federal Funds		
Highway Bridge Program (HBP) – Preliminary Engineering (PE) – 80%	\$	4,241,507
HBP – Right of Way (ROW)/Utilities – 88.53%	\$	1,789,426
HBP – Construction – 88.53%	\$	40,568,341
State Funds		
State Transportation Improvement Program (STIP) – PE		85,000
Regional Surface Transportation Program (RSTP) – PE		\$200,000
Regional Surface Transportation Program (RSTP) – R/W	\$	560,000
Local Funds		
Fort Ord Reuse Authority (FORA)	\$	1,851,175
East Garrison Traffic Fees	\$	1,281,810
Unfunded		\$ 23,653,864
Road Fund		<u>\$ 779</u>
TOTAL:		\$ 74,231,121

ATTACHMENT B

COUNTY OF MONTEREY
RMA - PUBLIC WORKS
DAVIS ROAD BRIDGE REPLACEMENT AT SALINAS RIVER
COUNTY NO. 208, PROJECT NO. 172165, STATE NO. 44C068
FEDERAL AID PROJECT NO. BRLO-5944 (068)

LOCATION MAP



Attachment A

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Project: Davis Road Bridge Project
Grantors: Yuki Nojo, LLC
Parcel No.: 207-032-004

AGREEMENT FOR PURCHASE OF REAL PROPERTY

This Agreement for Purchase of Real Property is between the County of Monterey, a political subdivision of the State of California (GRANTEE), and Yuki Nojo, LLC, a California Limited Liability Company (GRANTORS).

The parties hereby agree as follows:

1. PROPERTY:

GRANTORS agree to sell and GRANTEE agrees to purchase a permanent easement and temporary construction easement (Easements) described in Exhibits "A" and "B" (attached and incorporated by this reference) being a portion of property in Monterey County located at 145 South Davis Road, Salinas, California, further identified as APN 207-032-004 for use by GRANTEE on the Davis Road Bridge Project (the Project Property). GRANTORS agree to grant a Permanent Roadway Easement and Temporary Construction Easement (TCE) on the terms and conditions set forth in this Agreement. The form of the Permanent Easement Deed is as depicted in Exhibits "A" and "B".

2. DELIVERY OF DOCUMENTS:

Concurrently with the execution of this Agreement, the Permanent Easement Deed shall be executed and delivered by GRANTORS to Steve Harris, Project Manager for Overland, Pacific & Cutler, LLC, acting for the GRANTEE for the purpose of placing the Permanent Easement Deed into escrow. Prior to placing the Permanent Easement into escrow, the purchase of the Project Property must be approved by the Monterey County Board of Supervisors. The Permanent Easement Deed shall be delivered in the manner described solely for the convenience of the parties. GRANTEE shall not be deemed to have accepted delivery of the Permanent Easement Deed until such time as the Permanent Easement Deed is recorded in the Official Records of Monterey County, California in accordance with written escrow instructions delivered to escrow by GRANTEE and GRANTOR. The Temporary Construction Easement Deed will not be recorded.

This transaction shall be handled through an escrow with Chicago Title Company, 50 Winham Street, Salinas, California 93901. Within five (5) days after this Agreement is executed by GRANTEE and GRANTORS, GRANTORS shall complete, execute and deliver to Escrow Holder (i) an affidavit executed by GRANTORS certifying that GRANTORS are not "foreign persons" within the meaning of Internal Revenue Code Section 1445(f)(3), and meeting the requirements of Internal Revenue Code Section 1445(b)(2), (ii) an original Withholding Exemption Certificate (California Form 590 or 590-RE, as applicable), fully executed by Grantor as required by the California Taxation and Revenue Code, certifying that GRANTOR is not subject to tax withholding under

applicable California law, and (iii) register as a new vendor at the Monterey County web site: <http://www.in.co.monterey.ca.us/cao/vendorinfo.htm>.

3. PURCHASE PRICE AND TITLE:

The purchase price for the Permanent Easement and Temporary Construction Easement is THREE HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED NINETY AND NO/100 DOLLARS (\$331,690.00). GRANTEE shall deliver the purchase price into escrow promptly after delivery of the Permanent Roadway Easement Deed and Temporary Construction Easement Deed into escrow. GRANTORS shall, by Grant of Easement, grant to GRANTEE the Project Property, free and clear of tax liens that would render the Easements unsuitable for their intended purposes.

Escrow agent shall deliver the purchase price to GRANTORS, less GRANTOR'S share of prorated taxes, if any, and any amounts necessary to place title in the condition required by this Agreement, when title to the Project Property vests in GRANTEE free and clear of all liens, encumbrances, taxes, assessments and leases recorded and/or unrecorded. Good, marketable title to the Permanent Easement, subject to the Permitted Exceptions (Monterey County will take title subject to exception numbers 1 thru 4, providing taxes and assessments are paid current, and 5, 6, 7, 8, 9, 10 and 11 provided the beneficiaries of the deeds of trusts and other financial statements, recorded or unrecorded leases (such as, Nunes Vegetables, Inc. agricultural Addendum to Lease Agreement) contained in these exceptions agree to subordinate their interests to Monterey County's interests in the Permanent Roadway Easement, as shown in Chicago Title Company Preliminary Title Report dated February 28, 2019 and) showing the Permanent Easement interest to the Permanent Easement vested in Grantee. GRANTEE shall pay all costs of escrow and recording fees incurred in this transaction and including GRANTOR'S fees for appraisal services of \$5,000 from Piini Realty Inc. invoice dated October 23, 2019.

4. PERMANENT EASEMENT:

Permission is hereby granted to the GRANTEE and its authorized agents and contractors to enter on GRANTOR'S land, within the Permanent Roadway Easement area described in the document delivered herewith, for rights of way for the purpose of road improvements and bridge construction. Access to GRANTOR'S adjacent property across the permanent easement shall be unrestricted

5. TEMPORARY CONSTRUCTION EASEMENT:

A Temporary Construction Easement (TCE) is needed for the purpose of: providing access for construction. Said temporary easement shall be for a period of thirty-six (36) months from the date of the close of escrow as documented by Chicago Title Company. Permission is hereby granted to GRANTEE or its authorized agent to enter upon GRANTOR'S land

where necessary within that certain area identified as a Temporary Construction Easement (TCE) for the purpose described above.

It is further agreed and understood between GRANTORS and GRANTEE that GRANTEE or GRANTEE'S contractor shall be authorized to enter GRANTOR'S remainder property for the purpose of removing and/or replacing any improvements noted in the appraisal of the property requiring replacement if applicable. Said improvements will be temporarily replaced during the period of construction to retain the nature of the property and will be replaced in "Like Kind" by GRANTEE'S contractor at no expense to GRANTORS following construction of the project.

GRANTEE and/or GRANTEE's contractor shall maintain unrestricted access to GRANTOR and/or GRANTOR's lessee to Grantor's adjacent property at pre-existing access locations from Davis Road across both Permanent and Temporary Easements at all times for farming operations during the term of the TCE and post construction.

6. PRORATION OF TAXES:

GRANTORS authorize GRANTEE to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon which are to be cleared from the title to the Project Property.

7. WARRANTY OF STATUS OF TITLE:

As a covenant that will survive the close of escrow, GRANTORS warrant that GRANTORS are the sole owner of the Property, free and clear of all liens, claims, encumbrances, easements, encroachments by improvements on the Project Property, or rights of way of any sort except those accepted by GRANTEE in writing (see Escrow Instructions controlling this transaction).

8. EASEMENTS WARRANTY:

GRANTORS warrant to GRANTEE that the title conveyed to GRANTEE will not be encumbered by any easements, licenses, or other rights not disclosed by the public record.

9. LEASE WARRANTY:

GRANTORS warrant that there are no oral or written leases on any portion of the Project Property and GRANTEE further agrees to hold harmless and reimburse GRANTEE for any and all losses or expenses resulting or arising from any lease on the Project Property.

10. POSSESSION:

GRANTEE shall have the right of possession and use of the Permanent Easement areas including the right to remove and dispose of improvements. Such possession shall commence at the time of close of escrow documented by Chicago Title Company.

11. IMPROVEMENTS:

Except as may be otherwise provided herein, the purchase price for the Project Property includes compensation for any and all improvements situated within the Permanent Easement areas (Project Property) as described in the appraisal of the Project Property.

12. WARRANTY AGAINST MATERIAL DEFECTS:

GRANTORS have no knowledge, actual or constructive, of any material defects in the Project Property.

13. HAZARDOUS WASTE MATERIAL:

GRANTORS hereby represent and warrant that during the period of GRANTOR'S ownership of the Project Property, there have been no disposals, releases or threatened releases of hazardous substances on, from, or under the Project Property. GRANTORS further represent and warrant that GRANTORS have no knowledge of any disposal, release, or threatened release of hazardous substances, on, from, or under the Project Property which may have occurred prior to GRANTOR'S taking title to the Project Property.

The acquisition price of the Project Property being acquired in this transaction reflects the fair market value of the Project Property without the presence of contamination. If the Project Property being acquired is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, the GRANTEE reserves the right to recover its clean-up costs from those who caused or contributed to the contamination or from the GRANTORS.

GRANTORS shall indemnify, defend with counsel acceptable to GRANTEE and hold harmless GRANTEE and GRANTEE'S officers, representatives, agents, and employees from and against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising in conjunction with or as a result of GRANTOR'S breach of any of its representations or warranties set forth in this Section 13, which representations and warranties shall survive close of escrow and recordation of the Permanent Easement Deed.

As used in this Agreement the term "hazardous substances" means any and all chemicals, substances, wastes or materials which have been or are hereafter determined by any federal,

state or local governmental GRANTEE to be capable of posing risk of injury to health or safety, including, without limitation, petroleum, asbestos, polychlorinated biphenyls, radioactive materials and radon gas. GRANTOR'S obligations pursuant to this Section 13 shall survive the close of escrow and recordation of the Permanent Easement Deed.

14. SEVERABILITY:

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

15. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. PUBLIC PURPOSE:

GRANTEE requires the Project Property for a public use, for the Project, and GRANTEE can acquire the Project Property through the exercise of the power of eminent domain. GRANTORS are compelled to sell, and GRANTEE is compelled to acquire the Project Property and, Grantee has informed Grantor that condemnation will be sought unless Grantor agrees to a sale of the easement property. Both GRANTORS and GRANTEE recognize the expense, time, effort and risk to both GRANTORS and GRANTEE in resolving a dispute over compensation for the Project Property by eminent domain litigation; and, the compensation set forth herein is in compromise and settlement, in lieu of such litigation.

17. AUTHORITY AND EXECUTION:

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

18. ENTIRE AGREEMENT:

This Agreement represents the full and complete understanding of the parties with respect to the Project Property and the Project. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives with respect to the Project Property or the Project are revoked and extinguished by this Agreement.

19. NOTICES:

All notices and demands shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return receipt requested. Notice shall be considered given when mailed. Notices shall be addressed as shown below for each party.

To Grantors:

Yuki Nojo, LLC
c/o Edward Morimoto
460 Monterey Avenue
Los Gatos, CA 95030

To Grantee:

County of Monterey
Carl Holm
RMA DIRECTOR
1441 Schilling Place
Salinas, CA 93901

20. COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

**AGREEMENTS FOR PURCHASE OF REAL PROPERTY ARE CONTINGENT UPON
THE APPROVAL OF THE COUNTY OF MONTEREY.**

**IN WITNESS WHEREOF, the parties have executed this Agreement the day and
year written below.**

GRANTORS

**Yuki Nojo, LLC,
a California Limited Liability Company**

By:  Date: 5/28/20

Name: EDWARD S. MORIMOTO

Title: MANAGING MEMBER

GRANTEE

County of Monterey

By: _____
Carl Holm
RMA DIRECTOR

Date: _____

APPROVED AS TO FORM:
Office of the County Counsel

By: Mary Grace Perry
Mary Grace Perry
Deputy County Counsel

Date: October 29, 2020

EXHIBIT "A"
PERMANENT EASEMENT
Legal Description and Plat Map

Yuki Nojo LLC, a California limited liability company ("Grantor") grants to the County of Monterey, a political subdivision of the State of California ("Grantee") a permanent nonexclusive right of entry and easement over, in, on and across that portion of the property of Grantor as described in the Legal Description and Plat Map which is a part hereof, for use as a roadway and rights of way for road and bridge purposes.

That certain real property situated in Rancho Nacional, County of Monterey, State of California, and being a portion of that certain 65.046 acre parcel of land conveyed to Takeo Yuki from Salinas Title Guarantee Company by deed dated February 9, 1953 and recorded in Volume 1434 of Official Records, at Page 423, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at a point on the southwesterly boundary of said 65.046 acre parcel, said point being a point on the northeasterly line of Hitchcock Road, a County Road, 60 feet wide, from which the southwesterly corner of said 65.046 acre parcel bears N. 56°27'40" W 742.81 feet distant; thence from said Point of Beginning and along said boundary and road line

- 1) N. 56°07'40" W., 642.62 feet to that certain point of cusp described as being the terminus of Course No. 3 in the Final Order of Condemnation to the County of Monterey dated April 26, 1966, and recorded April 26, 1966 in Reel 459 of Official Records, at Page 306, Records of Monterey County; thence leaving said boundary and road line and along Courses No. 4 through 8 of said Final Order, said courses being along the southeasterly road line of Davis Road, a County Road and tangentially curving
- 2) Northerly along the arc of a circular curve to the right with a radius of 50.00 feet, the center of which bears N. 33°52'20" E., 50.00 feet distant) through a central angle of 89°29'46" (89°29'10" deed) for an arc distance of 78.10 feet (78.09 feet, deed); thence leaving said curve and tangent thereto
- 3) N. 33°22'06" E., 242.12 feet (N. 31°22'00" E., deed); thence tangentially curving
- 4) Northeasterly along the arc of a circular curve to the right with a radius of 6962.21 feet (6962.00 feet, deed), the center of which bears S. 56°37'54" E., 6962.21 feet distant) through a central angle of 2°54'20" for an arc distance of 353.06 feet (353.05 feet, deed); thence leaving said curve but not tangent thereto
- 5) N. 36°15'47" E., 2791.01 feet (N. 34°16'20" E., 2790.92 feet, deed); thence tangentially curving
- 6) Westerly along the arc of a circular curve to the right with a radius of 60.00 feet, the center of which bears S. 53°44'13" E., 60.00 feet distant) through a central angle of 80°22'30" (80°23'00" deed) for an arc distance of 84.17 feet (84.18 feet, deed) to a point on the northeasterly boundary of the aforesaid 65.046 acre parcel; thence leaving said courses of the aforesaid Final Order and said curve and tangent thereto and along said northeasterly boundary
- 7) S. 63°21'43" E., 656.13 feet to the most easterly corner of said 65.046 acre parcel; thence leaving said northeasterly boundary and along the southeasterly boundary of said 65.046 acre parcel
- 8) S. 36°15'08" W., 26.85 feet; thence leaving said southeasterly boundary

- 9) N. 68°23'47" W., 339.54 feet; thence
- 10) N. 59°09'48" W., 240.50 feet; thence
- 11) S. 75°38'43" W., 124.45 feet; thence
- 12) S. 36°15'47" W., 418.23 feet; thence
- 13) S. 43°58'12" W., 201.34 feet; thence
- 14) S. 35°45'05" W., 447.78 feet; thence
- 15) S. 36°26'52" W., 620.22 feet; thence
- 16) S. 36°49'36" W., 508.45 feet; thence
- 17) S. 33°51'47" W., 443.66 feet; thence
- 18) S. 56°08'13" E., 14.00 feet; thence
- 19) S. 33°51'47" W., 10.00 feet; thence
- 20) N. 56°08'13" W., 14.00 feet; thence
- 21) S. 34°31'46" W., 615.74 feet; thence
- 22) S. 33°22'06" W., 78.00 feet; thence
- 23) S. 56°07'40" E., 51.00 feet; thence
- 24) S. 33°52'20" W., 12.00 feet; thence
- 25) S. 56°07'40" E., 150.00 feet; thence
- 26) S. 52°18'19" E., 120.00 feet; thence
- 27) S. 56°07'40" E., 152.45 feet; thence
- 28) S. 54°18'18" E., 105.11 feet; thence
- 29) S. 51°02'10" E., 75.00 feet to the Point of Beginning.

CONTAINING an area of 3.583 acres of land, more or less, with 0.211 acres being within the County Road easement granted by Yuki Farms Limited Partnership II, et al, to the County of Monterey by easement deed dated July 11, 2002, and recorded December 4, 2002 as Document No. 2002116875 of the Official Records of Monterey County.

The above bearings and distances are based on the California Coordinate System 1983 Zone IV. To obtain bearings relative to true north, the grid bearings shown must be rotated clockwise approximately 1°36'37". To obtain ground level distances, multiply the distances shown by 1.0000592.

The above described parcel is shown on the plat attached hereto and made a part hereof.



Michael K. Goetz – PLS 5667
County Surveyor
Monterey County, California

July 12, 2019



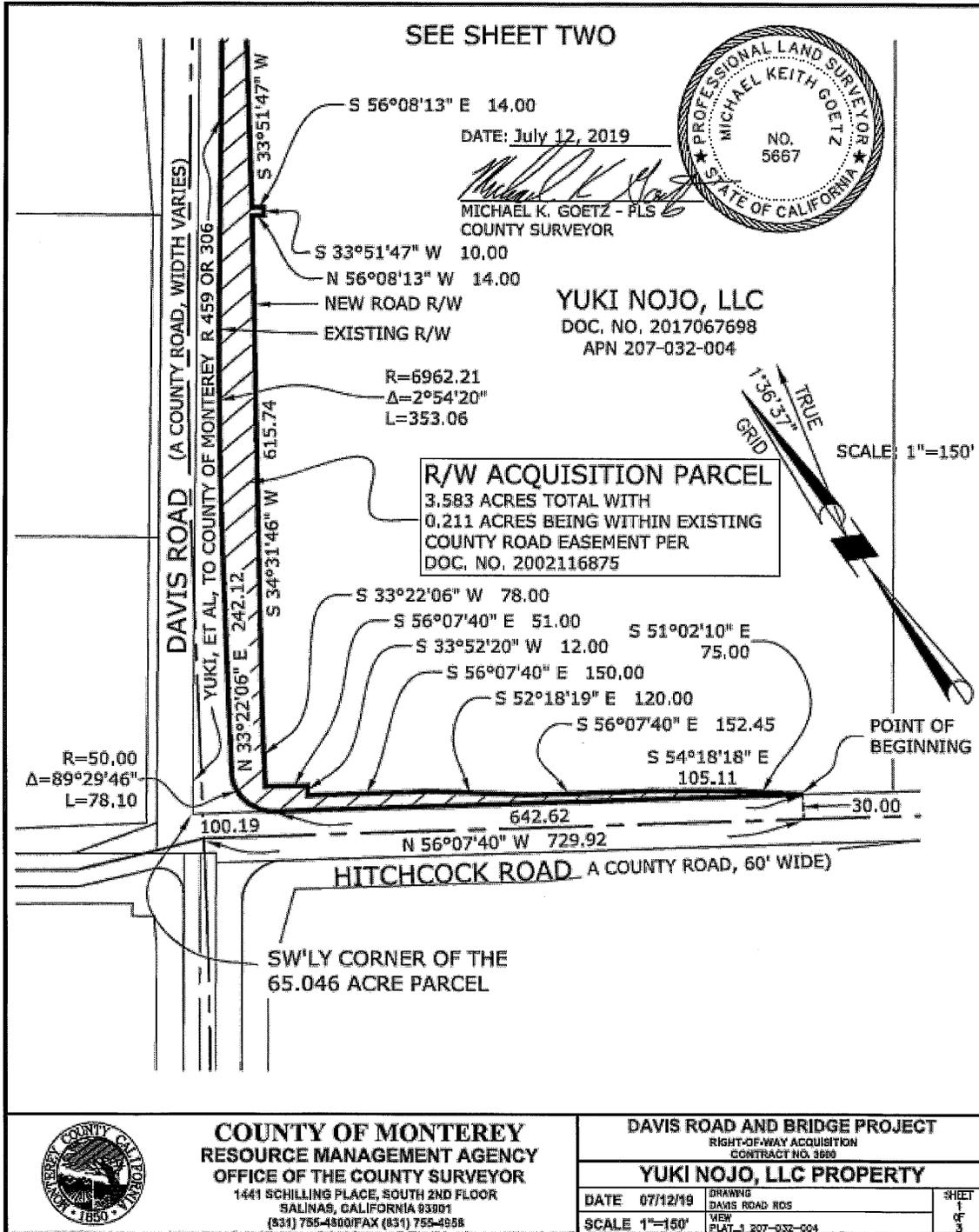
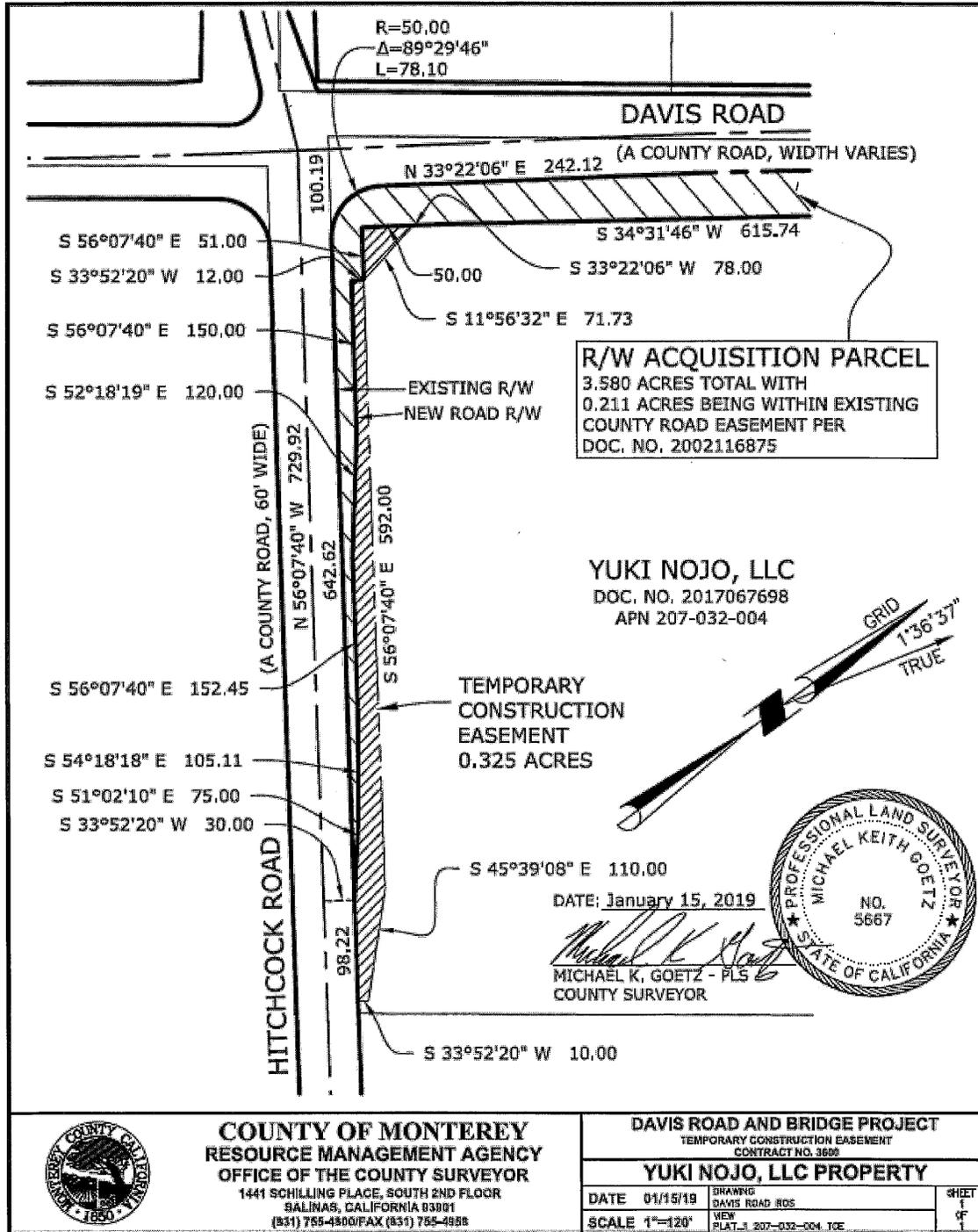
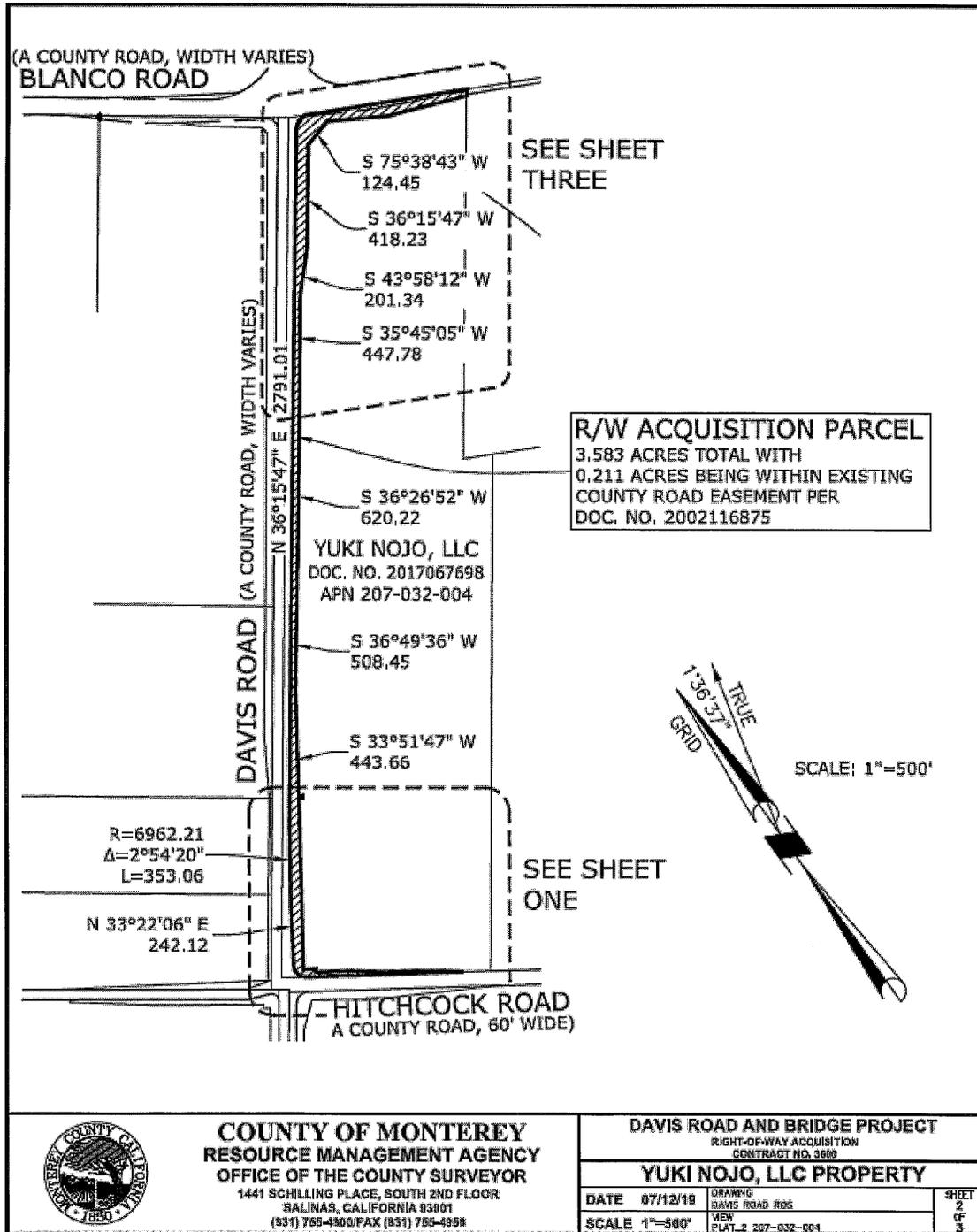
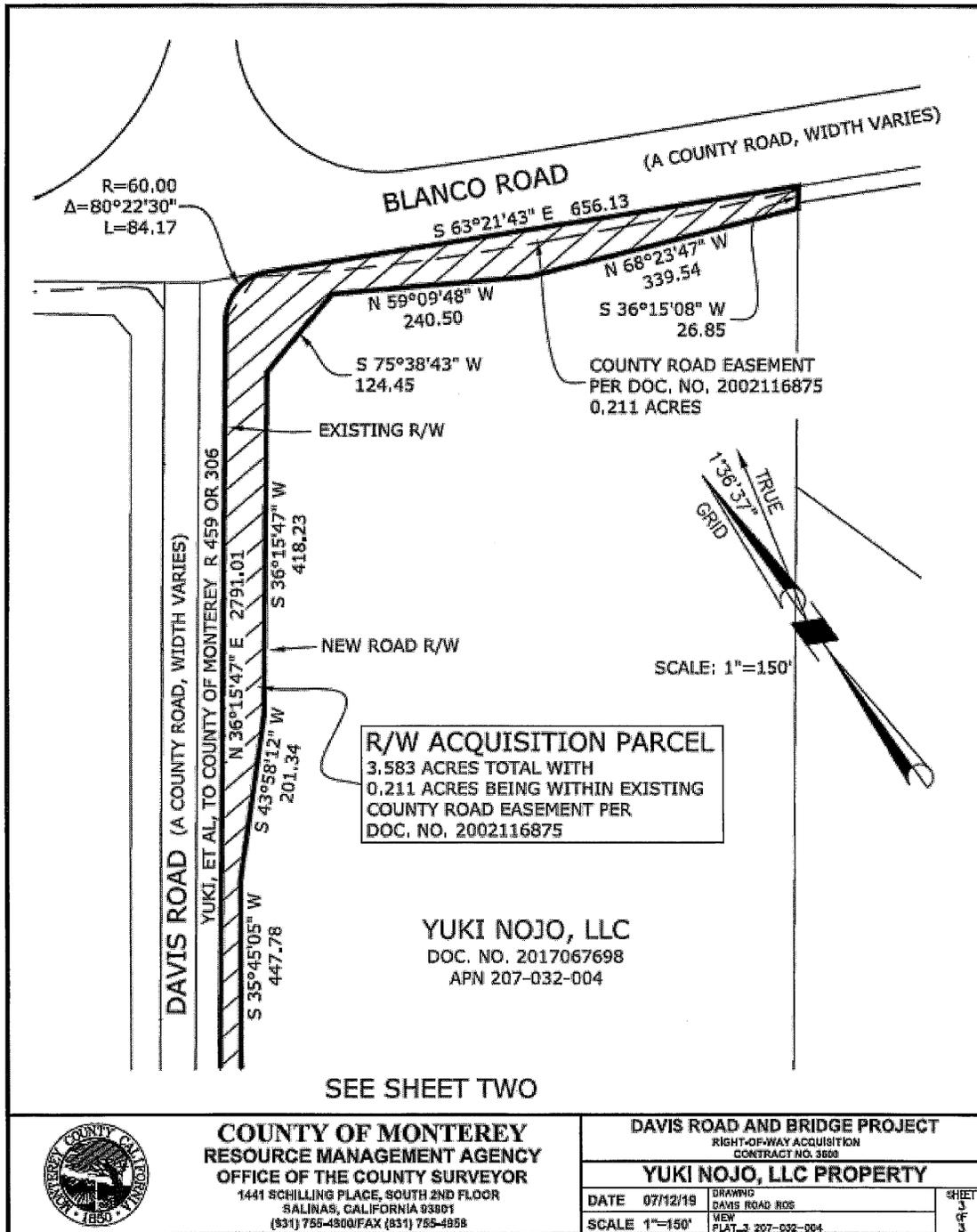


EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
Plat Map

Yuki Nojo LLC, a California limited liability company ("Grantor") grants to the County of Monterey, a political subdivision of the State of California ("Grantee") a temporary nonexclusive right of entry and easement over, in, on and across that portion of the property of Grantor which is identified as a Temporary Construction Easement in the Plat Map which is a part hereof for the purpose of providing access for road and bridge construction. The term of the easement granted herein is for a period of thirty-six (36) months from the date this grant of easement is recorded with the Monterey County Recorder. Upon expiration of the term Grantee shall have no further right in the easement.







Attachment D

This page intentionally left blank.

RECORDING requested by and when Recorded, please return to:

When recorded, mail to:

County of Monterey
Department of Public Works
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

Space above this line for Recorder's use

No recording fee required; this document is exempt from fee pursuant to California Government Codes § 6103 and § 27383. No Documentary Transfer Tax per California R&T Code § 11922.

Portion of APN: 207-032-004
Davis Road Bridge Project

PERMANENT EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Yuki Nojo, LLC, a California Limited Liability Company, (hereinafter referred to as "Grantor"), does hereby GRANT to the County of Monterey, a political subdivision of the State of California, an exclusive Permanent Easement upon, over and across the certain real property for the Davis Road Bridge Project in the County of Monterey, State of California, for public roadway purposes as described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein by this reference.

Dated: Oct. 16, 2020

Yuki Nojo, LLC,
a California Limited Liability Company

By: 

Name: EDWARD S. NORWOOD

Title: MANAGER

Notary Acknowledgment Follows

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

(insert)

EXHIBIT "A"

LEGAL DESCRIPTION

That certain real property situated in Rancho Nacional, County of Monterey, State of California, and being a portion of that certain 65.046 acre parcel of land conveyed to Takeo Yuki from Salinas Tile Guarantee Company by deed dated February 9, 1953 and recorded in Volume 1434 of Official Records, at Page 423, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at a point on the southwesterly boundary of said 65.046 acre parcel, said point being a point on the northeasterly line of Hitchcock Road, a County Road, 60 feet wide, from which the southwesterly corner of said 65.046 acre parcel bears N. 56°27'40" W 742.81 feet distant; thence from said Point of Beginning and along said boundary and road line

- 1) N. 56°07'40" W., 642.62 feet to that certain point of cusp described as being the terminus of Course No. 3 in the Final Order of Condemnation to the County of Monterey dated April 26, 1966, and recorded April 26, 1966 in Reel 459 of Official Records, at Page 306, Records of Monterey County; thence leaving said boundary and road line and along Courses No. 4 through 8 of said Final Order, said courses being along the southeasterly road line of Davis Road, a County Road and tangentially curving
- 2) Northerly along the arc of a circular curve to the right with a radius of 50.00 feet, the center of which bears N. 33°52'20" E., 50.00 feet distant) through a central angle of 89°29'46" (89°29'10" deed) for an arc distance of 78.10 feet (78.09 feet, deed); thence leaving said curve and tangent thereto
- 3) N. 33°22'06" E., 242.12 feet (N. 31°22'00" E., deed); thence tangentially curving
- 4) Northeasterly along the arc of a circular curve to the right with a radius of 6962.21 feet (6962.00 feet, deed), the center of which bears S. 56°37'54" E., 6962.21 feet distant) through a central angle of 2°54'20" for an arc distance of 353.06 feet (353.05 feet, deed); thence leaving said curve but not tangent thereto
- 5) N. 36°15'47" E., 2791.01 feet (N. 34°16'20" E., 2790.92 feet, deed); thence tangentially curving
- 6) Westerly along the arc of a circular curve to the right with a radius of 60.00 feet, the center of which bears S. 53°44'13" E., 60.00 feet distant) through a central angle of 80°22'30" (80°23'00" deed) for an arc distance of 84.17 feet (84.18 feet, deed) to a point on the northeasterly boundary of the aforesaid 65.046 acre parcel; thence leaving said courses of the aforesaid Final Order and said curve and tangent thereto and along said northeasterly boundary
- 7) S. 63°21'43" E., 656.13 feet to the most easterly corner of said 65.046 acre parcel; thence leaving said northeasterly boundary and along the southeasterly boundary of said 65.046 acre parcel
- 8) S. 36°15'08" W., 26.85 feet; thence leaving said southeasterly boundary

- 9) N. 68°23'47" W., 339.54 feet; thence
- 10) N. 59°09'48" W., 240.50 feet; thence
- 11) S. 75°38'43" W., 124.45 feet; thence
- 12) S. 36°15'47" W., 418.23 feet; thence
- 13) S. 43°58'12" W., 201.34 feet; thence
- 14) S. 35°45'05" W., 447.78 feet; thence
- 15) S. 36°26'52" W., 620.22 feet; thence
- 16) S. 36°49'36" W., 508.45 feet; thence
- 17) S. 33°51'47" W., 443.66 feet; thence
- 18) S. 56°08'13" E., 14.00 feet; thence
- 19) S. 33°51'47" W., 10.00 feet; thence
- 20) N. 56°08'13" W., 14.00 feet; thence
- 21) S. 34°31'46" W., 615.74 feet; thence
- 22) S. 33°22'06" W., 78.00 feet; thence
- 23) S. 56°07'40" E., 51.00 feet; thence
- 24) S. 33°52'20" W., 12.00 feet; thence
- 25) S. 56°07'40" E., 150.00 feet; thence
- 26) S. 52°18'19" E., 120.00 feet; thence
- 27) S. 56°07'40" E., 152.45 feet; thence
- 28) S. 54°18'18" E., 105.11 feet; thence
- 29) S. 51°02'10" E., 75.00 feet to the Point of Beginning.

CONTAINING an area of 3.583 acres of land, more or less, with 0.211 acres being within the County Road easement granted by Yuki Farms Limited Partnership II, et al, to the County of Monterey by easement deed dated July 11, 2002, and recorded December 4, 2002 as Document No. 2002116875 of the Official Records of Monterey County.

The above bearings and distances are based on the California Coordinate System 1983 Zone IV. To obtain bearings relative to true north, the grid bearings shown must be rotated clockwise approximately 1°36'37". To obtain ground level distances, multiply the distances shown by 1.0000592.

The above described parcel is shown on the plat attached hereto and made a part hereof.



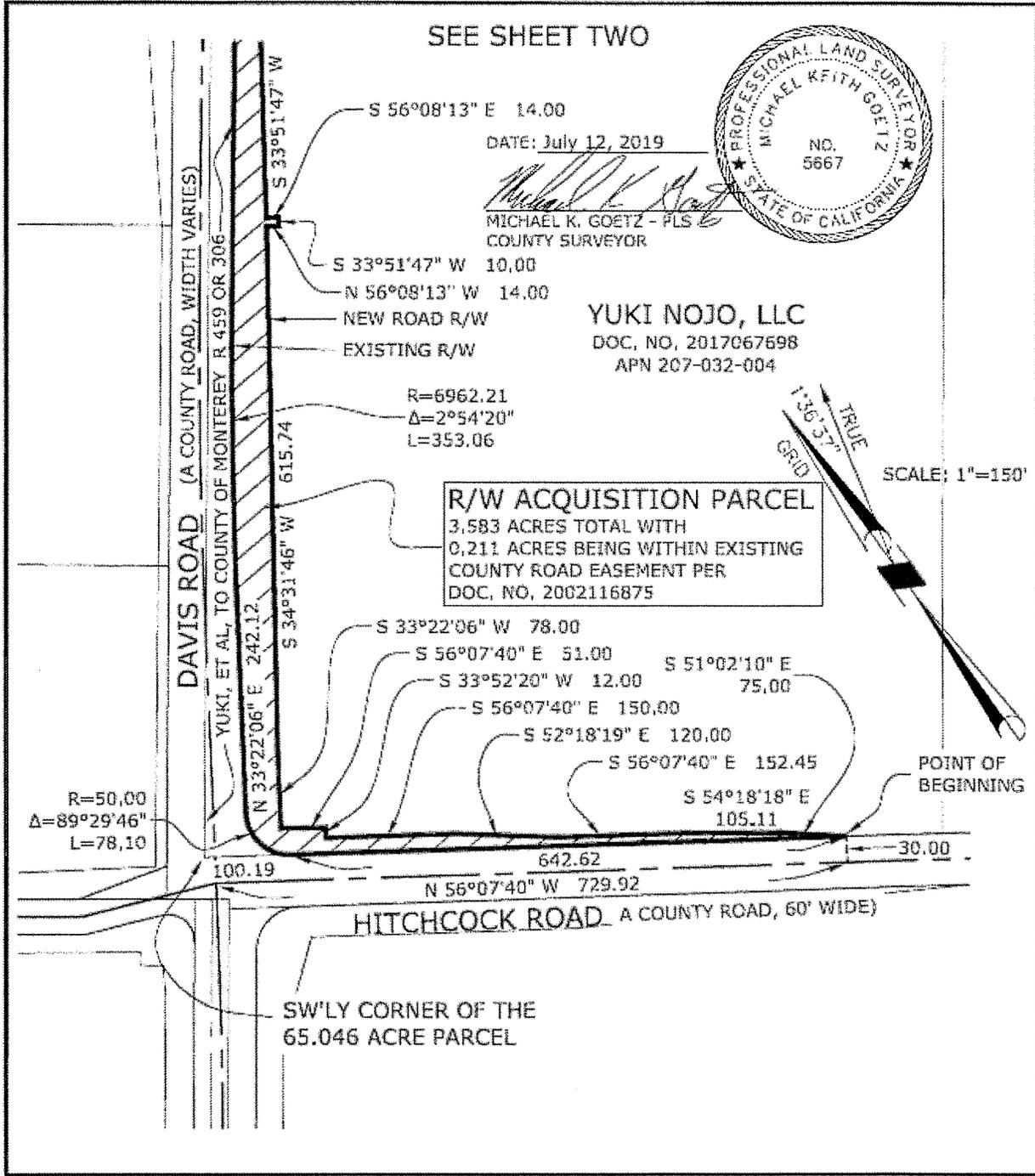
Michael K. Goetz – PLS 5667
 County Surveyor
 Monterey County, California

July 12, 2019



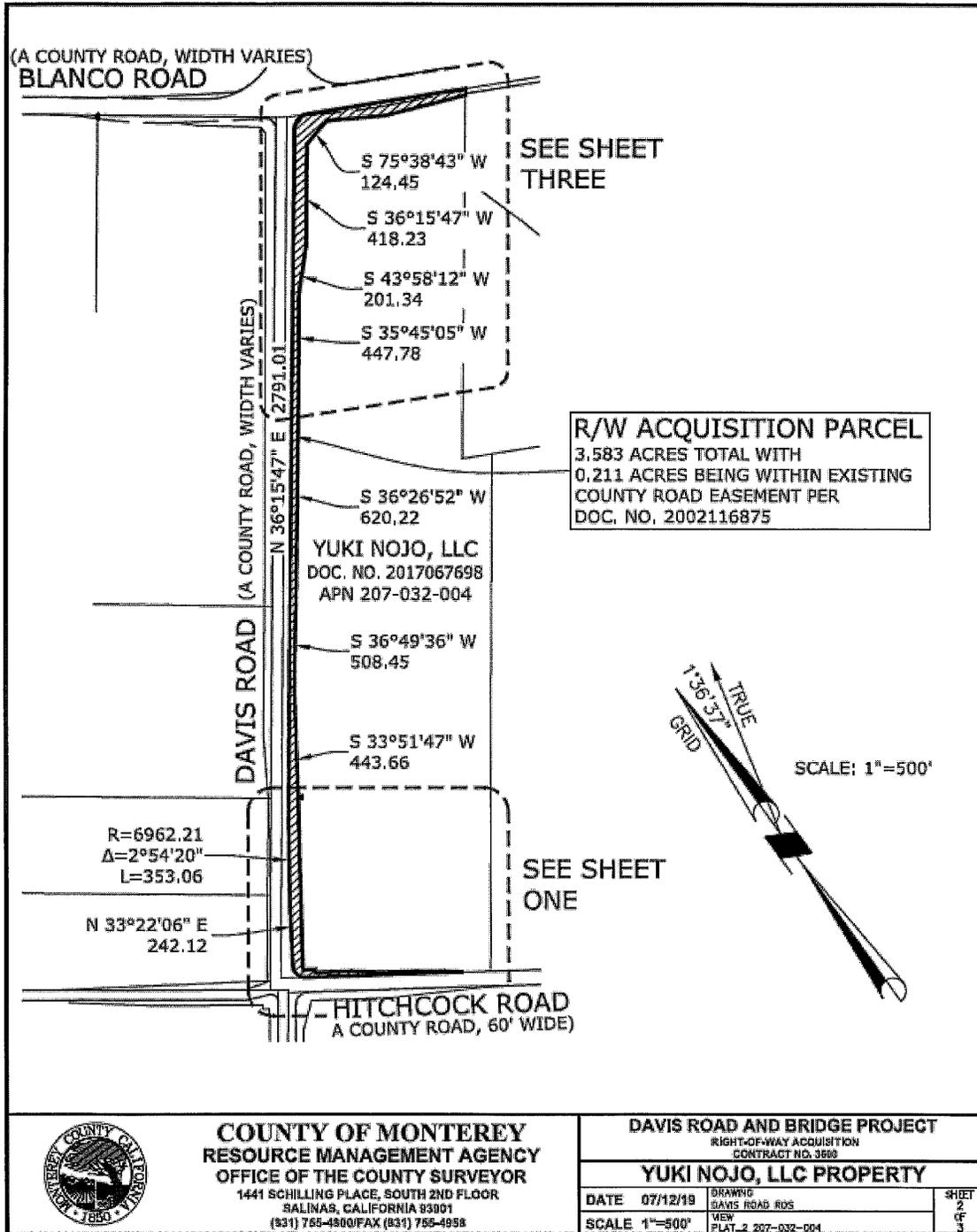
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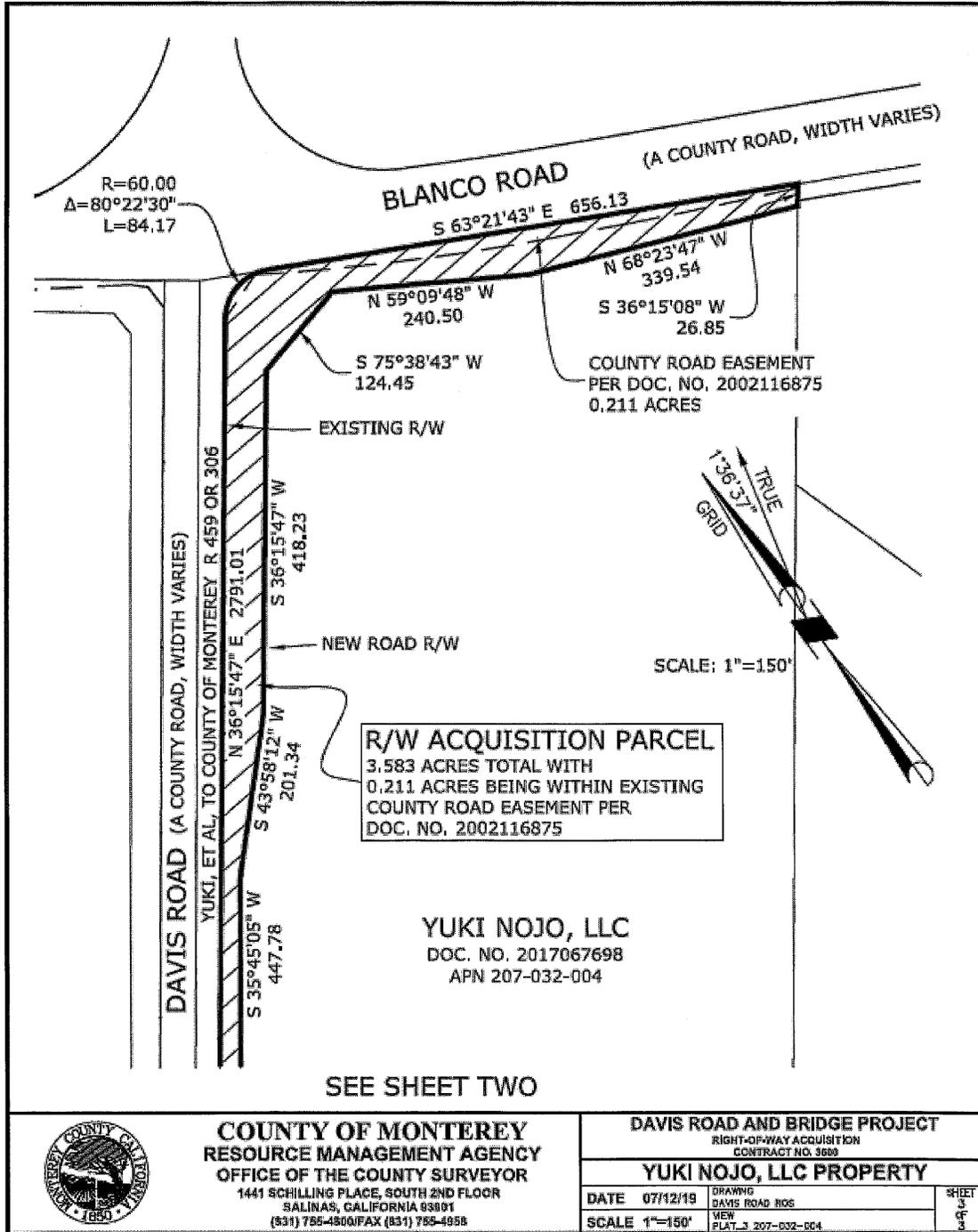
EXHIBIT "B"



COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
OFFICE OF THE COUNTY SURVEYOR
 1441 SCHILLING PLACE, SOUTH 2ND FLOOR
 SALINAS, CALIFORNIA 93801
 (831) 755-4300/FAX (831) 755-4958

DAVIS ROAD AND BRIDGE PROJECT		
RIGHT-OF-WAY ACQUISITION CONTRACT NO. 3603		
YUKI NOJO, LLC PROPERTY		
DATE	DRAWING	SHEET 1 OF 3
07/12/19	DAVIS ROAD RDS	
SCALE	NEW PLAT	
1"=150'	207-032-004	







Monterey County

Item No.39

Board Report

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

Legistar File Number: ORD 20-029

January 12, 2021

Introduced: 12/16/2020

Current Status: RMA Administration -
Consent

Version: 1

Matter Type: Ordinance

Introduce, waive reading, and set February 2, 2021, at 1:30 p.m., as the date and time to consider adoption of an ordinance amending Chapter 16.10 of the Monterey County Code related to regulations to prohibit metal detection activity on the former Fort Ord in the unincorporated area of Monterey County [REF200039 - Metal Detection Prohibition].

Proposed CEQA Action: Categorically exempt per CEQA Guidelines section 15308.

RECOMMENDATION:

Introduce, waive reading, and set February 2, 2021, at 1:30 p.m., as the date and time to consider adoption of an ordinance amending Chapter 16.10 of the Monterey County Code related to regulations to prohibit metal detection activity on the former Fort Ord in the unincorporated area of Monterey County.

SUMMARY/DISCUSSION:

On December 13, 2005, the Board of Supervisors adopted an Ordinance No. 5012, enacting Chapter 16.10 of the Monterey County Code (MCC) to require special procedures for digging, excavation, and ground disturbance on the former Fort Ord in the unincorporated area of the Monterey County due to the concerns associated with potential remaining unexploded ordnance and explosives (UXO) (Attachment A). The Housing and Community Development Department (HCD), formerly known as the Resource Management Agency, was notified by the State Department of Toxic Substances Control (DTSC) of a fairly recent incident on the former Fort Ord. The incident involved a trespasser utilizing a metal detection device, posing a potential public safety concern due to potential remaining UXO. In 2020, after this incident, the DTSC and the United States Environmental Protection Agency (USEPA) recommended local code changes to jurisdictions that own parcels within the former Fort Ord to include the prohibition of unauthorized metal detection activities to protect the public from UXO. Staff and County Counsel have consulted with DTSC on the proposed ordinance. The draft ordinance (Attachment B) would amend Chapter 16.10 of the MCC to add Section 16.10.042 to prohibit any person from engaging in any unauthorized metal detection activity on property located within the former Fort Ord in the unincorporated area of Monterey County (referred to in Chapter 16.10 as the "district"). This prohibition does not prevent metal detection activity specifically authorized by an appropriate governmental entity.

The Board is asked to introduce the ordinance and set February 2, 2021, at 1:30 P.M., as the date and time to consider adoption of the ordinance.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

This ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308 because the ordinance involves procedures for protection of the environment.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has approved the ordinance as to form. HCD staff and County Counsel also consulted with DTSC. In accordance with Section 16.10.130 of the Monterey County Code, staff provided written notice of the draft ordinance to DTSC on December 15, 2020.

FINANCING:

Funding for staff time associated with drafting this ordinance for Board consideration is included in the Fiscal Year (FY) 2020-21 Adopted Budget for the RMA, General Fund, Fund 001, Planning appropriation Unit RMA110. The Office of County Counsel does not charge time directly to County General Fund units, as these costs are accumulated and allocated through the Countywide Cost Allocation Plan (COWCAP).

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action supports the Health & Human Services and Public Safety Board of Supervisors' Strategic Initiatives. If adopted, the ordinance supports the goal of improving health and quality of life through protection of the environment and the public safety by eliminating the potential encounter with UXO.

Check the related Board of Supervisors Strategic Initiatives:

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Jacquelyn M. Nickerson, Management Analyst I (831) 755-5240

Approved by: Melanie Beretti, Housing and Special Programs Services Manager

Approved by: Carl P. Holm, AICP, HCD Director

The following attachments are on file with the Clerk of the Board:

Attachment A - Chapter 16.10 Digging and Excavation on former Fort Ord

Attachment B - Proposed Ordinance amending Chapter 16.10

cc: Front Counter Copy; Board of Supervisors; Melanie Beretti, Housing and Special Programs Services Manager; Shandy Carroll, Housing and Special Programs Supervisor; Fernanda Roveri (roveri@monterey.org <<mailto:roveri@monterey.org>>), City of Monterey; Brett Leary (brett.leary@dtsc.ca.gov <<mailto:brett.leary@dtsc.ca.gov>>), Department of Toxic Substances Control; Project File PLN190253



Monterey County

Item No.

Board Report

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

Legistar File Number: ORD 20-029

January 12, 2021

Introduced: 12/16/2020

Current Status: Agenda Ready

Version: 1

Matter Type: Ordinance

Introduce, waive reading, and set February 2, 2021, at 1:30 p.m., as the date and time to consider adoption of an ordinance amending Chapter 16.10 of the Monterey County Code related to regulations to prohibit metal detection activity on the former Fort Ord in the unincorporated area of Monterey County [REF200039 - Metal Detection Prohibition].

Proposed CEQA Action: Categorically exempt per CEQA Guidelines section 15308.

RECOMMENDATION:

Introduce, waive reading, and set February 2, 2021, at 1:30 p.m., as the date and time to consider adoption of an ordinance amending Chapter 16.10 of the Monterey County Code related to regulations to prohibit metal detection activity on the former Fort Ord in the unincorporated area of Monterey County.

SUMMARY/DISCUSSION:

On December 13, 2005, the Board of Supervisors adopted an Ordinance No. 5012, enacting Chapter 16.10 of the Monterey County Code (MCC) to require special procedures for digging, excavation, and ground disturbance on the former Fort Ord in the unincorporated area of the Monterey County due to the concerns associated with potential remaining unexploded ordnance and explosives (UXO) (Attachment A). The Housing and Community Development Department (HCD), formerly known as the Resource Management Agency, was notified by the State Department of Toxic Substances Control (DTSC) of a fairly recent incident on the former Fort Ord. The incident involved a trespasser utilizing a metal detection device, posing a potential public safety concern due to potential remaining UXO. In 2020, after this incident, the DTSC and the United States Environmental Protection Agency (USEPA) recommended local code changes to jurisdictions that own parcels within the former Fort Ord to include the prohibition of unauthorized metal detection activities to protect the public from UXO. Staff and County Counsel have consulted with DTSC on the proposed ordinance. The draft ordinance (Attachment B) would amend Chapter 16.10 of the MCC to add Section 16.10.042 to prohibit any person from engaging in any unauthorized metal detection activity on property located within the former Fort Ord in the unincorporated area of Monterey County (referred to in Chapter 16.10 as the “district”). This prohibition does not prevent metal detection activity specifically authorized by an appropriate governmental entity.

The Board is asked to introduce the ordinance and set February 2, 2021, at 1:30 P.M., as the date and time to consider adoption of the ordinance.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

This ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308 because the ordinance involves procedures for protection of the environment.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has approved the ordinance as to form. HCD staff and County Counsel also consulted with DTSC. In accordance with Section 16.10.130 of the Monterey County Code, staff provided written notice of the draft ordinance to DTSC on December 15, 2020.

FINANCING:

Funding for staff time associated with drafting this ordinance for Board consideration is included in the Fiscal Year (FY) 2020-21 Adopted Budget for the RMA, General Fund, Fund 001, Planning appropriation Unit RMA110. The Office of County Counsel does not charge time directly to County General Fund units, as these costs are accumulated and allocated through the Countywide Cost Allocation Plan (COWCAP).

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action supports the Health & Human Services and Public Safety Board of Supervisors' Strategic Initiatives. If adopted, the ordinance supports the goal of improving health and quality of life through protection of the environment and the public safety by eliminating the potential encounter with UXO.

Check the related Board of Supervisors Strategic Initiatives:

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Jacquelyn M. Nickerson, Management Analyst I (831) 755-5240

Approved by: Melanie Beretti, Housing and Special Programs Services Manager

Approved by: Carl P. Holm, AICP, HCD Director 

The following attachments are on file with the Clerk of the Board:

Attachment A - Chapter 16.10 Digging and Excavation on former Fort Ord

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cc: Front Counter Copy; Board of Supervisors; Melanie Beretti, Housing and Special Programs Services Manager; Shandy Carroll, Housing and Special Programs Supervisor; Fernanda Roveri (roveri@monterey.org <<mailto:roveri@monterey.org>>), City of Monterey; Brett Leary (brett.leary@dtsc.ca.gov <<mailto:brett.leary@dtsc.ca.gov>>), Department of Toxic Substances Control; Project File PLN190253

Attachment A

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Chapter 16.10 - DIGGING AND EXCAVATION ON THE FORMER FORT ORD

16.10.010 - Purpose and intent.

The United States Army (Army) is in the process of transferring various parcels of the former Fort Ord military installation (Fort Ord) to the County or to other entities within the County's land use jurisdiction. Some parcels of the former Fort Ord were contaminated with unexploded ordnance and explosives (UXO), which is a hazardous waste. The Army will not transfer those parcels until it has cleared those parcels of UXO to its standard. Even following the Army's completion of UXO response activities, it is possible that some UXO materials may remain on those parcels. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) has statutory responsibility to oversee cleanup of releases of hazardous substances, which includes hazardous waste. DTSC cannot certify that all UXO has been cleared and it will require a land use covenant to be recorded with the Monterey County Recorder on those parcels to provide additional controls and restrictions to protect the public health and safety. The County will also enter into an Agreement with DTSC to provide additional safety measures and reporting.

(Ord. 5012 § 1 (part), 2005)

16.10.020 - General.

The Board of Supervisors finds and determines that those properties formerly included within the Fort Ord military installation that are suspected of containing UXO require special standards and procedures for digging and excavation in addition to those contained in the Building Code, to ensure that:

- A. Neither digging or excavation nor development of such properties occurs until ordnance or explosive remediation thereon is completed;
- B. Potential purchasers or developers of sites which may contain UXO and those persons whose work at such sites includes disturbing soil, are aware of the potential that UXO may be located on these properties and are aware of the requirements for UXO precautions prior to any digging, excavation or ground disturbance thereon; and
- C. DTSC should be continuously involved in the establishment of controls for those properties because it has statutory oversight responsibility with respect to hazardous substance response actions.

(Ord. 5012 § 1 (part), 2005)

16.10.030 - Applicability.

- A. The Board of Supervisors, with the concurrence of DTSC, hereby designates all real property within the County's land use jurisdiction which was formerly part of Fort Ord and which have been identified in the Archives Search Report and supplement, dated 1997, or otherwise

identified, as the possible location of unexploded ordnance or explosives as an Ordinance Remediation District (hereafter "district"). All such districts are defined as those areas of the unincorporated portions of the former Fort Ord, excepting therefrom the "Track 0" parcels as identified in the *Finding of Suitability to Transfer, Track 0 Parcels, Former Fort Ord, California* document, dated May 2003. The County shall notify DTSC of any change in the permitted land uses in any district within thirty (30) days after it adopts any change.

- B. The regulations in this Chapter shall apply in all districts and shall be in addition and subject to all provisions of the County Code, including Titles 16, 18 and 21.

(Ord. 5012 § 1 (part), 2005)

16.10.040 - Excavation and digging restrictions.

It shall be unlawful for any person, including utilities, to engage in any of the following activities on any property located within a district unless that person is acting pursuant to a valid excavation permit (hereafter "permit") issued pursuant to this Chapter: excavation, digging, development or ground disturbance of any type that involves the displacement of ten (10) cubic yards or more of soil.

(Ord. 5012 § 1 (part), 2005)

16.10.050 - Permit requirements.

An owner or user of real property located within a district who desires to conduct the activities described in Section 16.10.040 shall apply to the Building Official for a permit. The application shall be on a form approved by the County, may be combined with an application for grading pursuant to County Code Chapter 16.08, shall be signed by the permit applicant and all owners of each parcel of property on which excavation will be done, and shall contain the following information:

- A. Six copies of a description of any previous UXO excavation or removal activity conducted on the property whose soil is proposed to be excavated, moved or graded;
- B. Six copies of a description of the property where soil is proposed to be excavated, moved or graded. The description shall include a drawing with dimensions to a scale which sets forth the size and details of all proposed excavation activity, including any proposed cut and fill, trenching, well drilling, mineral excavation, post hole drilling, or other activity of any sort whenever the applicant proposes to do either of the following: (1) disturb ten (10) cubic yards or more of soil; or (2) disturb soil in a manner inconsistent with restrictions placed on the property by the Army or as noted on the district map;
- C. Six copies of a statement that the person submitting the application acknowledges liability for removing all detected unexploded ordnance and explosives in accordance with this Chapter and the permit;
- D. Six copies of a statement by the person submitting the application that they have, within the

preceding twelve (12) months, delivered a copy of the notice to everyone whose work at the property described in Subsection 16.10.050(B) includes disturbing soil;

- E. The expected completion date of the activities authorized by the permit;
- F. Any other information which the Building Official may require as pertinent to the determination of the adequacy of the proposed plan;
- G. Payment of the permit fee, as established by the Board of Supervisors, at the time of filing the application for the permit.

(Ord. 5012 § 1 (part), 2005)

16.10.060 - Permit procedure.

The Building Official shall review the permit application and shall approve the permit unless evidence is available which indicates that the proposed grading or excavation will create an undue risk to the health and safety of the public at large. Prior to acting on any such application, the Building Official, in his/her sole discretion, may set and conduct a public hearing for the purpose of receiving comments on the proposed grading and excavation. Except as otherwise indicated in Section 16.10.080, any permit issued hereunder shall be subject to the following conditions:

- A. All excavation and grading shall be performed solely in accordance with the permit approved and issued by the County.
- B. Prior to movement of any soil on any property located within a district, the permittee or designee shall personally deliver to each person who intends to work on the property described in the permit the Safety Alert—Ordnance and Explosives at former Fort Ord, as prepared by the Directorate of Environmental and Natural Resources Management at the Presidio of Monterey, or its successor document, and explain to each such person the information set forth in that notice.
- C. The permittee may not move or disturb soil unless the permittee is in compliance with the requirements placed on the property by an Agreement executed between the County, Redevelopment Agency, FORA and DTSC. Said Agreement shall, at a minimum, include OE construction support ("Construction Support") and shall be attached to and become a part of any permit issued pursuant to this Chapter.
- D. The permittee shall cease soil disturbance activities upon a discovery of any suspected unexploded ordnance. The permittee shall notify the Monterey County Sheriff, Directorate of Law Enforcement at the Presidio of Monterey, the Army and DTSC of any suspected unexploded ordnance discovered during any excavation or soil removal immediately upon discovery. The permittee shall coordinate appropriate response actions with the Army and DTSC.
- E. No later than thirty (30) days following the completion of the permitted soil disturbance

activity, the permittee shall prepare and file with the Building Official, the Army and DTSC an After Action Report that shall state whether and where UXO was detected and the extent and depth of UXO response actions undertaken and completed on the property that is the subject of the permit. The After Action Report shall be in the form provided in Exhibit "A" and shall include site maps to illustrate the information contained in the report. All After Action Reports prepared and filed in accordance with this Chapter shall be deemed public records.

- F. In consideration for the issuance of a permit and project approval, permittee shall defend at its sole expense any action or proceeding brought against the County and its Agents, Officers, and employees because of the approval of said permit. In further consideration for the issuance of a permit and project approval, the permittee shall indemnify and hold harmless from any liability the County and its agents, officers and employees and reimburse the County for any expenses incurred resulting from or in connection with the approval of the project including any claim, suit or legal proceeding and any and all related litigation costs, court costs, and attorneys' fees which the County may be required to pay as a result of such action. The County may, at its sole discretion, participate in the defense of any such action, but such participation shall not relieve the permittee of its obligations under this Subsection.
- G. The Building Official shall mail a notice of permit approval to the Army, DTSC, and all owners of property within three hundred (300) feet of the real property that is the subject of the permit application.

(Ord. 5012 § 1 (part), 2005)

16.10.070 - Term of permit.

Every permit issued by the Building Official under the provisions of this Chapter shall expire if the work authorized by such permit is not commenced within one hundred twenty (120) days from the date of such permit, or if the work authorized by such permit is commenced and then suspended or abandoned for a period of thirty (30) days, unless such suspension is approved by the Building Official. Before such work can be recommenced, a new permit shall first be obtained, and the fee therefor shall be as established from time to time by the Board of Supervisors for a new permit for such work, provided no changes have been made or will be made in the original plans and specification for such work.

(Ord. 5012 § 1 (part), 2005)

16.10.080 - Exceptions to permit conditions.

Following consultation with and approval by DTSC, the Board of Supervisors may, upon a finding that the requirements of Section 16.10.060(C) are no longer necessary, designate by ordinance or resolution any district as a Limited Control District and/or no longer subject to the provisions of this Chapter. The holder of any permit issued for any Limited Control District shall not be subject to Section 16.10.060(C).

(Ord. 5012 § 1 (part), 2005)

16.10.090 - Performance bond.

Upon a finding by the Building Official that a permit should be issued for excavation or grading on the proposed site, a surety bond, in the form prescribed by the Monterey County Code Section 16.08.290, conditioned upon the faithful performance and completion of the permitted excavation activity, shall be filed with the County. Such surety shall be executed in favor of the County and shall be maintained in an amount prescribed by the Building Official sufficient to ensure the completion of the ordnance remediation and excavation of the site as prescribed in the approved permit.

(Ord. 5012 § 1 (part), 2005)

16.10.100 - Amendment to permits.

Request for amendments to an approved excavation permit may be submitted to the Building Official at any time, detailing proposed changes from the original permit. Deviations from the original permit shall not be undertaken until such amendment has been approved by the County in writing. Amendments to an approved permit shall be approved by the same procedure as prescribed for the approval of the original excavation permit.

(Ord. 5012 § 1 (part), 2005)

16.10.110 - Appeals.

Any person aggrieved by any determination of the Building Official in exercise of the authority granted in this Chapter shall have the right to appeal pursuant to Monterey County Code Sections 16.08.460 through 16.08.510, inclusive.

(Ord. 5012 § 1 (part), 2005)

16.10.120 - Notification to property owners and other land users.

- A. The County shall notify the owners of property designated as Ordnance Remediation Districts, and those utilities known to be providing service within the County, of the requirements of this Chapter and provide those persons with the Safety Alert—Ordnance and Explosives at Former Fort Ord, as identified in Section 16.10.060(B), above. The County shall annually notify the owners of said property as shown on the equalized tax rolls of the requirements of this Chapter and provide those persons with a copy of the notice. Failure of any owner, occupant or user of such land to receive said notification shall not relieve them from responsibility for compliance with this Chapter.
- B. All owners, occupants or users of land subject to this Chapter, including utilities, shall notify any

subsequent owners, assigns, lessees or users of such land of the requirements of this Chapter. Notification shall be made prior to transfer of the property in question.

- C. All persons identified in Subsection 16.10.120(A) above shall deliver, at least annually, a copy of the notice to everyone whose work at UXO sites includes disturbing soil and shall explain the contents thereof to those persons.

(Ord. 5012 § 1 (part), 2005)

16.10.130 - Revision of Chapter.

This Chapter shall not be revised without prior written notice to the DTSC.

(Ord. 5012 § 1 (part), 2005)

Attachment B

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ORDINANCE NO. ____

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA,
AMENDING CHAPTER 16.10 OF THE MONTEREY COUNTY CODE RELATING TO
DIGGING AND EXCAVATION ON THE FORMER FORT ORD.**

County Counsel Summary

Chapter 16.10 of the Monterey County Code currently requires special procedures for digging, excavation, and ground disturbance on the former Fort Ord in the unincorporated area of Monterey County due to the risks associated with potential remaining unexploded ordnance and explosives (UXO). This ordinance amends Chapter 16.10 to add a prohibition on unauthorized metal detection activities on the former Fort Ord in the unincorporated area of the County in order to prevent risks to the public health and safety that could occur from encountering UXO as a result of metal detection.

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

SECTION 1. FINDINGS AND DECLARATIONS.

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

B. In 2005, the County adopted Ordinance No. 5012 enacting Chapter 16.10 of the Monterey County Code to require special procedures for digging, excavation, and ground disturbance on the former Fort Ord in the unincorporated area of the County due to the risks associated with potential remaining unexploded ordnance and explosives (UXO).

C. The Board of Supervisors desires to amend Chapter 16.10 to add a prohibition on unauthorized metal detecting activities on the former Fort Ord in the unincorporated area of the County to protect the public health and safety because unauthorized metal detecting may result in lay persons encountering UXO, which puts lay persons at immediate risk if they do not have the proper training, experience, or equipment to handle UXO safely.

D. This ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15308 because the ordinance adds procedures for protection of the environment.

SECTION 2. Section 16.10.042 is hereby added to the Monterey County Code to read as follows:

16.10.042 – Prohibition of Metal Detection Activity

It shall be unlawful for any person to engage in any unauthorized metal detection activity of any type on any property located within the district. This prohibition does not prevent metal detection activity specifically authorized by an appropriate governmental entity.

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

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

PASSED AND ADOPTED on this ____ day of _____, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair,
Monterey County Board of
Supervisors

ATTEST

VALERIE RALPH
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

/s/ Wendy S. Strimling

WENDY S. STRIMLING
Assistant County Counsel



Monterey County

Item No.40

Board Report

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

Legistar File Number: A 21-001

January 12, 2021

Introduced: 12/17/2020

Current Status: RMA Administration -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve Amendment No. 2 to Professional Services Agreement No. A-13429, Multi-Year Agreement #3000*2979, with Cal Engineering & Geology, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount not-to-exceed \$400,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022;
- b. Approve Amendment No. 2 to Professional Services Agreement No. A-13430, Multi-Year Agreement #3000*2980, with Earth Systems Pacific to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount not-to-exceed \$400,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022;
- c. Approve Amendment No. 3 to Professional Services Agreement No. A-13432, Multi-Year Agreement #3000*2983, with Moore Twining Associates, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$200,000 for a total amount not-to-exceed \$700,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022;
- d. Approve Amendment No. 3 to Professional Services Agreement No. A-13435, Multi-Year Agreement #3000*2986, with Professional Service Industries, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount not-to-exceed \$600,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022; and
- e. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 and Amendment No. 3 to each Professional Services Agreement and future amendments to each Agreement where the amendments do not significantly alter the scope of work or increase the approved amount of each Agreement.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve Amendment No. 2 to Professional Services Agreement No. A-13429, Multi-Year Agreement #3000*2979, with Cal Engineering & Geology, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount

- not-to-exceed \$400,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022;
- b. Approve Amendment No. 2 to Professional Services Agreement No. A-13430, Multi-Year Agreement #3000*2980, with Earth Systems Pacific to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount not-to-exceed \$400,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022;
- c. Approve Amendment No. 3 to Professional Services Agreement No. A-13432, Multi-Year Agreement #3000*2983, with Moore Twining Associates, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$200,000 for a total amount not-to-exceed \$700,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022;
- d. Approve Amendment No. 3 to Professional Services Agreement No. A-13435, Multi-Year Agreement #3000*2986, with Professional Service Industries, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount not-to-exceed \$600,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022; and
- e. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 and Amendment No. 3 to each Professional Services Agreement and future amendments to each Agreement where the amendments do not significantly alter the scope of work or increase the approved amount of each Agreement.

SUMMARY:

The Department of Public Works, Facilities, & Parks (PWFP) has established several on-call Agreements for specialized services when County staff requires special expertise or when the volume of work exceeds staff's capacity to manage in a timely manner. On-call Agreements are utilized across PWFP and by other County Departments for specialized expertise in operations, management and specific facility and capital projects. Amendment No. 2 and Amendment No. 3 to the Professional Services Agreements (PSAs) with Cal Engineering & Geology, Inc. (A-13429), Earth Systems Pacific (A-13430), Moore Twining Associates, Inc. (A-13432), and Professional Service Industries, Inc. (A-13435) would increase the not-to-exceed amount and extend the term of each of the PSAs to provide future on-call geotechnical engineering services. Geotechnical engineering consultant services, in general, include the following: analysis of roadway pavement, retaining wall and structure foundation, field exploration, preparation of project reports, construction inspection, bidding assistance, and support during construction.

DISCUSSION:

In July 2016, Cal Engineering & Geology, Inc., Earth Systems Pacific, Moore Twining Associates, Inc., and Professional Service Industries, Inc. along with four (4) other consultants (Kleinfelder, Inc. (A-13431), Pacific Crest Engineering, Inc. (A-13433), Parikh Consultants, Inc. (A-13434), and Twining, Inc. (A-13436)) were selected for their expertise and capabilities necessary to provide geotechnical engineering services for projects located in Monterey County, California under a

competitive selection process in accordance with County policies and State and Federal laws under Request for Qualifications (RFQ) #1701.

PWFP has identified a need to increase the not-to-exceed amount of the PSAs with Cal Engineering & Geology, Inc., Earth Systems Pacific, Moore Twinning Associates, Inc., and Professional Service Industries, Inc. to continue to provide on-call geotechnical engineering services to augment the need for services when the volume of work exceeds PWFP's capacity, and to provide professional specialized geotechnical engineering expertise that PWFP does not have. Amendment No. 2 to the PSAs between the County and Cal Engineering & Geology, Inc. and Earth Systems Pacific will increase the not-to-exceed amount of \$300,000 by \$100,000 for a total amount not-to-exceed \$400,000 for each PSA. Amendment No. 3 to the PSA between the County and Moore Twinning Associates, Inc. will increase the not-to-exceed amount of \$500,000 by \$200,000 for a total amount not-to-exceed \$700,000. Amendment No. 3 to the PSA between the County and Professional Service Industries, Inc. will increase the not-to-exceed amount of \$500,000 by \$100,000 for a total amount not-to-exceed \$600,000. Amendment No. 2 and Amendment No. 3 to each PSA will further extend the expiration date from January 23, 2021 for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022.

Attachment A provides a summary of each PSA and Attachment B provides a summary of the annual expenditures and balance of each of the PSAs to date.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved each Amendment No. 2 and Amendment No. 3 as to form, and fiscal provisions, respectively.

FINANCING:

Services provided by each consultant will be reimbursed from the respective funding source of each project. Costs associated with services provided by these on-call consultants and funding will be contained within the approved budget allocations of the individual departments authorizing the use of these on-call PSAs. For PWFP, funding is either within the approved budget allocations for a specific operating unit or contained within the Board of Supervisors approved project budget within Special District Funds, Fund 002 Road Fund, Fund 402 Capital Projects, or Fund 404 Facility Master Plan Projects.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

These on-call services will allow for the planning and development of sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results, and further provides for adequate County facilities and infrastructure.

- Economic Development
- Administration
- Health and Human Services
- Infrastructure
- Public Safety

Prepared by: Jonathan L. Pascua, P.E., Senior Civil Engineer, (831) 755-8963
Reviewed and Approved by: Randell Ishii, M.S., P.E., P.T.O.E., Director of Public Works, Facilities,
& Parks

Attachments:

Attachment A - Summary of PSAs

Attachment B - Summary of PSAs Annual Expenditures and Balance

Attachment C - Amendment No. 2 to PSA with Cal Engineering & Geology, Inc.

Attachment D - Amendment No. 2 to PSA with Earth Systems Pacific

Attachment E - Amendment No. 3 to PSA with Moore Twining Associates, Inc.

Attachment F - Amendment No. 3 to PSA with Professional Service Industries, Inc.

Attachment G - Amendment No. 1 to PSA Cal Engineering & Geology, Inc.

Attachment H - PSA with Cal Engineering & Geology, Inc.

Attachment I - Amendment No. 1 to PSA with Earth Systems Pacific

Attachment J - PSA with Earth Systems Pacific

Attachment K - Amendment No. 2 to PSA with Moore Twining Associates, Inc.

Attachment L - Amendment No. 1 to PSA with Moore Twining Associates, Inc.

Attachment M - PSA with Moore Twining Associates, Inc.

Attachment N - Amendment No. 2 to PSA with Professional Service Industries, Inc.

Attachment O - Amendment No. 1 to PSA with Professional Service Industries, Inc.

Attachment P - PSA with Professional Service Industries, Inc.

(Attachments are on file with the Clerk of the Board)



Monterey County

Item No.

Board Report

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

Legistar File Number: A 21-001

January 12, 2021

Introduced: 12/17/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve Amendment No. 2 to Professional Services Agreement No. A-13429, Multi-Year Agreement #3000*2979, with Cal Engineering & Geology, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount not-to-exceed \$400,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022;
- b. Approve Amendment No. 2 to Professional Services Agreement No. A-13430, Multi-Year Agreement #3000*2980, with Earth Systems Pacific to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount not-to-exceed \$400,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022;
- c. Approve Amendment No. 3 to Professional Services Agreement No. A-13432, Multi-Year Agreement #3000*2983, with Moore Twining Associates, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$200,000 for a total amount not-to-exceed \$700,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022;
- d. Approve Amendment No. 3 to Professional Services Agreement No. A-13435, Multi-Year Agreement #3000*2986, with Professional Service Industries, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount not-to-exceed \$600,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022; and
- e. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 and Amendment No. 3 to each Professional Services Agreement and future amendments to each Agreement where the amendments do not significantly alter the scope of work or increase the approved amount of each Agreement.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve Amendment No. 2 to Professional Services Agreement No. A-13429, Multi-Year Agreement #3000*2979, with Cal Engineering & Geology, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount not-to-exceed \$400,000 and extend the expiration date for one (1) additional year through January

- 23, 2022, for a revised term from January 24, 2017 to January 23, 2022;
- b. Approve Amendment No. 2 to Professional Services Agreement No. A-13430, Multi-Year Agreement #3000*2980, with Earth Systems Pacific to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount not-to-exceed \$400,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022;
- c. Approve Amendment No. 3 to Professional Services Agreement No. A-13432, Multi-Year Agreement #3000*2983, with Moore Twining Associates, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$200,000 for a total amount not-to-exceed \$700,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022;
- d. Approve Amendment No. 3 to Professional Services Agreement No. A-13435, Multi-Year Agreement #3000*2986, with Professional Service Industries, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount not-to-exceed \$600,000 and extend the expiration date for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022; and
- e. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 and Amendment No. 3 to each Professional Services Agreement and future amendments to each Agreement where the amendments do not significantly alter the scope of work or increase the approved amount of each Agreement.

SUMMARY:

The Department of Public Works, Facilities, & Parks (PWFP) has established several on-call Agreements for specialized services when County staff requires special expertise or when the volume of work exceeds staff's capacity to manage in a timely manner. On-call Agreements are utilized across PWFP and by other County Departments for specialized expertise in operations, management and specific facility and capital projects. Amendment No. 2 and Amendment No. 3 to the Professional Services Agreements (PSAs) with Cal Engineering & Geology, Inc. (A-13429), Earth Systems Pacific (A-13430), Moore Twining Associates, Inc. (A-13432), and Professional Service Industries, Inc. (A-13435) would increase the not-to-exceed amount and extend the term of each of the PSAs to provide future on-call geotechnical engineering services. Geotechnical engineering consultant services, in general, include the following: analysis of roadway pavement, retaining wall and structure foundation, field exploration, preparation of project reports, construction inspection, bidding assistance, and support during construction.

DISCUSSION:

In July 2016, Cal Engineering & Geology, Inc., Earth Systems Pacific, Moore Twining Associates, Inc., and Professional Service Industries, Inc. along with four (4) other consultants (Kleinfelder, Inc. (A-13431), Pacific Crest Engineering, Inc. (A-13433), Parikh Consultants, Inc. (A-13434), and Twining, Inc. (A-13436)) were selected for their expertise and capabilities necessary to provide geotechnical engineering services for projects located in Monterey County, California under a competitive selection process in accordance with County policies and State and Federal laws under

Request for Qualifications (RFQ) #1701.

PWFP has identified a need to increase the not-to-exceed amount of the PSAs with Cal Engineering & Geology, Inc., Earth Systems Pacific, Moore Twinning Associates, Inc., and Professional Service Industries, Inc. to continue to provide on-call geotechnical engineering services to augment the need for services when the volume of work exceeds PWFP's capacity, and to provide professional specialized geotechnical engineering expertise that PWFP does not have. Amendment No. 2 to the PSAs between the County and Cal Engineering & Geology, Inc. and Earth Systems Pacific will increase the not-to-exceed amount of \$300,000 by \$100,000 for a total amount not-to-exceed \$400,000 for each PSA. Amendment No. 3 to the PSA between the County and Moore Twinning Associates, Inc. will increase the not-to-exceed amount of \$500,000 by \$200,000 for a total amount not-to-exceed \$700,000. Amendment No. 3 to the PSA between the County and Professional Service Industries, Inc. will increase the not-to-exceed amount of \$500,000 by \$100,000 for a total amount not-to-exceed \$600,000. Amendment No. 2 and Amendment No. 3 to each PSA will further extend the expiration date from January 23, 2021 for one (1) additional year through January 23, 2022, for a revised term from January 24, 2017 to January 23, 2022.

Attachment A provides a summary of each PSA and Attachment B provides a summary of the annual expenditures and balance of each of the PSAs to date.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved each Amendment No. 2 and Amendment No. 3 as to form, and fiscal provisions, respectively.

FINANCING:

Services provided by each consultant will be reimbursed from the respective funding source of each project. Costs associated with services provided by these on-call consultants and funding will be contained within the approved budget allocations of the individual departments authorizing the use of these on-call PSAs. For PWFP, funding is either within the approved budget allocations for a specific operating unit or contained within the Board of Supervisors approved project budget within Special District Funds, Fund 002 Road Fund, Fund 402 Capital Projects, or Fund 404 Facility Master Plan Projects.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

These on-call services will allow for the planning and development of sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results, and further provides for adequate County facilities and infrastructure.

- Economic Development
- Administration
- Health and Human Services
- Infrastructure
- Public Safety

Prepared by: Jonathan L. Pascua, P.E., Senior Civil Engineer, (831) 755-8963

Reviewed and Approved by: Randell Ishii, M.S., P.E., P.T.O.E., Director of Public Works, Facilities, & Parks 

Attachments:

Attachment A - Summary of PSAs

Attachment B - Summary of PSAs Annual Expenditures and Balance

Attachment C - Amendment No. 2 to PSA with Cal Engineering & Geology, Inc.

Attachment D - Amendment No. 2 to PSA with Earth Systems Pacific

Attachment E - Amendment No. 3 to PSA with Moore Twining Associates, Inc.

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Attachment L - Amendment No. 1 to PSA with Moore Twining Associates, Inc.

Attachment M - PSA with Moore Twining Associates, Inc.

Attachment N - Amendment No. 2 to PSA with Professional Service Industries, Inc.

Attachment O - Amendment No. 1 to PSA with Professional Service Industries, Inc.

Attachment P - PSA with Professional Service Industries, Inc.

(Attachments are on file with the Clerk of the Board)

ATTACHMENT A – SUMMARY OF PROFESSIONAL SERVICES AGREEMENTS

**Cal Engineering & Geology, Inc., Agreement No. A-13429
(Multi-Year Agreement #3000*2979)**

PSA/ Amendment	Board of Supervisors / Contracts/Purchasing Approval	PSA/Amendment Amount/Increase and Term/Extension	PSA Total
PSA	January 31, 2017 February 2, 2017	Original Amount: \$300,000 Original Term: January 24, 2017 to January 23, 2020	\$300,000
Amendment No. 1	N/A January 6, 2020	No Amount Increase Extended Term to January 23, 2021 Updated Indemnification Provisions	\$300,000
Amendment No. 2	Pending / Pending	Increase Amount by \$100,000 Extend Term to January 23, 2022	\$400,000

**Earth Systems Pacific, Agreement No. A-13430
(Multi-Year Agreement #3000*2980)**

PSA/ Amendment	Board of Supervisors / Contracts/Purchasing Approval	PSA/Amendment Amount/Increase and Term/Extension	PSA Total
PSA	January 31, 2017 February 2, 2017	Original Amount: \$300,000 Original Term: January 24, 2017 to January 23, 2020	\$300,000
Amendment No. 1	N/A January 16, 2020	No Amount Increase Extended Term to January 23, 2021 Updated Indemnification Provisions	\$300,000
Amendment No. 2	Pending / Pending	Increase Amount by \$100,000 Extend Term to January 23, 2022	\$400,000

**Moore Twining Associates, Inc., Agreement No. A-13432
(Multi-Year Agreement #3000*2983)**

PSA/ Amendment	Board of Supervisors / Contracts/Purchasing Approval	PSA/Amendment Amount/Increase and Term/Extension	PSA Total
PSA	January 31, 2017 February 2, 2017	Original Amount: \$300,000 Original Term: January 24, 2017 to January 23, 2020	\$300,000
Amendment No. 1	N/A / January 22, 2020	No Amount Increase Extended Term to January 23, 2021 Updated Indemnification Provisions	\$300,000
Amendment No. 2	April 21, 2020 / May 4, 2020	Increased Amount by \$200,000 No Term Extension	\$500,000
Amendment No. 3	Pending / Pending	Increase Amount by \$200,000 Extend Term to January 23, 2022	\$700,000

ATTACHMENT A – SUMMARY OF PROFESSIONAL SERVICES AGREEMENTS

**Professional Service Industries, Inc., Agreement No. A-13435
(Multi-Year Agreement #3000*2986)**

PSA/ Amendment	Board of Supervisors / Contracts/Purchasing Approval	PSA/Amendment Amount/Increase and Term/Extension	PSA Total
PSA	January 31, 2017 February 2, 2017	Original Amount: \$300,000 Original Term: January 24, 2017 to January 23, 2020	\$300,000
Amendment No. 1	N/A / January 27, 2020	No Amount Increase Extended Term to January 23, 2021 Updated Indemnification Provisions	\$300,000
Amendment No. 2	April 21, 2020 / May 4, 2020	Increased Amount by \$200,000 No Term Extension	\$500,000
Amendment No. 3	Pending/ Pending	Increase Amount by \$100,000 Extend Term to January 23, 2022	\$600,000

**ATTACHMENT B -
SUMMARY OF PROFESSIONAL SERVICES AGREEMENTS
ANNUAL EXPENDITURES AND BALANCE**

**Cal Engineering & Geology, Inc., Agreement No. A-13429
(Multi-Year Agreement #3000*2979)**

Fiscal Year (FY) (July 1 – June 30)	PSA Beginning Balance	PSA Additions	PSA Expenditures	PSA Ending Balance
FY 2016 – 2017	\$300,000	\$0	\$0	\$300,000
FY 2017 – 2018	\$300,000	\$0	\$16,075	\$283,925
FY 2018 – 2019	\$283,925	\$0	\$0	\$283,925
FY 2019 – 2020	\$283,925	\$0	\$0	\$283,925
FY 2020 – 2021	\$283,925	\$100,000 (pending BOS Approval)	\$0	\$383,925 (through 12/3/20)
Total	N/A	\$100,000 (pending BOS Approval)	\$16,075	N/A

*Note: Amounts have been rounded to the nearest dollar.

**Earth Systems Pacific, Agreement No. A-13430
(Multi-Year Agreement #3000*2980)**

Fiscal Year (FY) (July 1 – June 30)	PSA Beginning Balance	PSA Additions	PSA Expenditures	PSA Ending Balance
FY 2016 – 2017	\$300,000	\$0	\$2,058	\$297,942
FY 2017 – 2018	\$297,942	\$0	\$0	\$297,942
FY 2018 – 2019	\$297,942	\$0	\$0	\$297,942
FY 2019 – 2020	\$297,942	\$0	\$34,836	\$263,106
FY 2020 – 2021	\$263,106	\$100,000 (pending BOS Approval)	\$4,478	\$358,628 (through 12/3/20)
Total	N/A	\$100,000 (pending BOS Approval)	\$41,372	N/A

*Note: Amounts have been rounded to the nearest dollar.

**ATTACHMENT B -
SUMMARY OF PROFESSIONAL SERVICES AGREEMENTS
ANNUAL EXPENDITURES AND BALANCE**

**Moore Twining Associates, Inc., Agreement No. A-13432
(Multi-Year Agreement #3000*2983)**

Fiscal Year (FY) (July 1 – June 30)	PSA Beginning Balance	PSA Additions	PSA Expenditures	PSA Ending Balance
FY 2016 – 2017	\$300,000	\$0	\$0	\$300,000
FY 2017 – 2018	\$300,000	\$0	\$0	\$300,000
FY 2018 – 2019	\$300,000	\$0	\$73,361	\$226,639
FY 2019 – 2020	\$226,639	\$200,000	\$119,889	\$306,750
FY 2020 – 2021	\$306,750	\$200,000 (pending BOS Approval)	\$31,513	\$475,237 (through 12/3/20)
Total	N/A	\$400,000 (\$200,000 pending BOS Approval)	\$224,763	N/A

*Note: Amounts have been rounded to the nearest dollar.

**Professional Service Industries, Inc., Agreement No. A-13435
(Multi-Year Agreement #3000*2986)**

Fiscal Year (FY) (July 1 – June 30)	PSA Beginning Balance	PSA Additions	PSA Expenditures	PSA Ending Balance
FY 2016 – 2017	\$300,000	\$0	\$2,072	\$297,928
FY 2017 – 2018	\$297,928	\$0	\$169,712	\$128,216
FY 2018 – 2019	\$128,216	\$0	\$36,543	\$91,673
FY 2019 – 2020	\$91,673	\$200,000	\$8,842	\$282,831
FY 2020 – 2021	\$282,831	\$100,000 (pending BOS Approval)	\$2,431	\$380,400 (through 12/3/20)
Total	N/A	\$300,000 (\$100,000 pending BOS Approval)	\$219,600	N/A

*Note: Amounts have been rounded to the nearest dollar.

Attachment C

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**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
CAL ENGINEERING & GEOLOGY, INC.**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-13429 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Cal Engineering & Geology, 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-13429 with County on February 2, 2017 (hereinafter, “Agreement”) to provide on-call geotechnical engineering services (hereinafter, “services”) for projects located in Monterey County through January 23, 2020 with an option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed \$300,000; and

WHEREAS, Agreement was amended by the Parties on January 6, 2020 (hereinafter, “Amendment No. 1”) to update the indemnification provision and to extend the term for one (1) additional year through January 23, 2021 with no increase in the not to exceed amount; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide services required by County; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$100,000 for a total amount not to exceed \$400,000 and to extend the term for one (1) additional year to January 23, 2022 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

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 \$400,000.

2. Amend the first sentence of Section 3, “Term of Agreement”, to read as follows:

The term of this Agreement is from January 24, 2017 to January 23, 2022, unless sooner terminated pursuant to the terms of this Agreement.

3. 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 Multi-Year Agreement (MYA) number (MYA 3000*2979), services (*On-Call Geotechnical Engineering Services (RFQ #1701)*), and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities, & Parks (PWF&P) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the PWF&P Finance at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

4. In all places within the Agreement, any reference to Resource Management Agency is hereby replaced with Department of Public Works, Facilities, & Parks.
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

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: _____
Contracts/Purchasing Officer

Cal Engineering & Geology, Inc.
Contractor's Business Name

Date: _____

By: 
(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: Phillip Gregory, President and CEO
(Print Name and Title)

By: 
C83342707AC6411 Mary Grace Perry
Deputy County Counsel

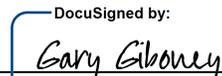
Date: December 16, 2020

Date: 12/17/2020

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

Its: Kimberly Coleman, Secretary and CFO
(Print Name and Title)

Approved as to Fiscal Provisions

By: 
D3834BFEC1D8411 Auditor/Controller

Date: December 16, 2020

Date: 12/17/2020

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.

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Attachment D

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**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EARTH SYSTEMS PACIFIC**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-13430 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Earth Systems Pacific (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-13430 with County on February 2, 2017 (hereinafter, "Agreement") to provide on-call geotechnical engineering services (hereinafter, "services") for projects located in Monterey County through January 23, 2020 with an option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed \$300,000; and

WHEREAS, Agreement was amended by the Parties on January 16, 2020 (hereinafter, "Amendment No. 1") to update the indemnification provision and to extend the term for one (1) additional year through January 23, 2021 with no increase in the not to exceed amount; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide services required by County; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$100,000 for a total amount not to exceed \$400,000 and to extend the term for one (1) additional year to January 23, 2022 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

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 \$400,000.

2. Amend the first sentence of Section 3, "Term of Agreement", to read as follows:

The term of this Agreement is from January 24, 2017 to January 23, 2022, unless sooner terminated pursuant to the terms of this Agreement.

3. 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 Multi-Year Agreement (MYA) number (MYA 3000*2980), services (*On-Call Geotechnical Engineering Services (RFQ #1701)*), and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities, & Parks (PWF&P) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the PWF&P Finance at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

4. In all places within the Agreement, any reference to Resource Management Agency is hereby replaced with Department of Public Works, Facilities, & Parks.
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

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:

Contracts/Purchasing Officer

Earth Systems Pacific

Contractor's Business Name

Date:

By:

DocuSigned by:
Nathan Stoores

(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: Nathan Stoores, Sr. Vice President

(Print Name and Title)

By:

DocuSigned by:
Mary Grace Perry

C83342707AC641A1 Mary Grace Perry
Deputy County Counsel

Date: 12/16/2020

Date:

12/17/2020

By:

DocuSigned by:
Jerol Brown

278145FC0AB454B (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Jerol Brown, CFO

(Print Name and Title)

Approved as to Fiscal Provisions

By:

DocuSigned by:
Gary Giboney

D3834BFEC1D8446A Auditor/Controller

Date: 12/16/2020

Date:

12/17/2020

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.

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Attachment E

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**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
MOORE TWINING ASSOCIATES, INC.**

THIS AMENDMENT NO. 3 to Professional Services Agreement No. A-13432 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Moore Twining 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-13432 with County on February 2, 2017 (hereinafter, “Agreement”) to provide on-call geotechnical engineering services (hereinafter, “services”) for projects located in Monterey County through January 23, 2020 with an option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed \$300,000; and

WHEREAS, Agreement was amended by the Parties on January 22, 2020 (hereinafter, “Amendment No. 1”) to update the indemnification provision and to extend the term for one (1) additional year through January 23, 2021 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 4, 2020 (hereinafter, “Amendment No. 2”) to increase the amount by \$200,000 which resulted in a total not to exceed amount of \$500,000 with no extension to the term; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide services required by County; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$200,000 for a total amount not to exceed \$700,000 and to extend the term for one (1) additional year to January 23, 2022 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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 \$700,000.

2. Amend the first sentence of Section 3, “Term of Agreement”, to read as follows:

The term of this Agreement is from January 24, 2017 to January 23, 2022, unless sooner terminated pursuant to the terms of this Agreement.

3. 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 Multi-Year Agreement (MYA) number (*MYA 3000*2983*), services (*On-Call Geotechnical Engineering Services (RFQ #1701)*), and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities, & Parks (PWF&P) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the PWF&P Finance at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

4. In all places within the Agreement, any reference to Resource Management Agency is hereby replaced with Department of Public Works, Facilities, & Parks.
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

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: _____
Contracts/Purchasing Officer

Moore Twining Associates, Inc.

Contractor's Business Name

Date: _____

By: *Harry D. Moore*
(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: Harry Moore, RCE, RGE - President/Principal Engineer
(Print Name and Title)

By: *Mary Grace Perry*
C83342707AC641A Mary Grace Perry
Deputy County Counsel

Date: December 16, 2020

Date: 12/17/2020

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

Its: Ruth Moore - Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

By: *Gary Giboney*
D3834BFEC1D844A Auditor/Controller

Date: December 17, 2020

Date: 12/18/2020

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.

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Attachment F

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**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
PROFESSIONAL SERVICE INDUSTRIES, INC.**

THIS AMENDMENT NO. 3 to Professional Services Agreement No. A-13435 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Professional Service Industries, 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-13435 with County on February 2, 2017 (hereinafter, “Agreement”) to provide on-call geotechnical engineering services (hereinafter, “services”) for projects located in Monterey County through January 23, 2020 with an option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed \$300,000; and

WHEREAS, Agreement was amended by the Parties on January 27, 2020 (hereinafter, “Amendment No. 1”) to update the indemnification provision and to extend the term for one (1) additional year through January 23, 2021 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 4, 2020 (hereinafter, “Amendment No. 2”) to increase the amount by \$200,000 which resulted in a total not to exceed amount of \$500,000 with no extension to the term; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide services required by County; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$100,000 for a total amount not to exceed \$600,000 and to extend the term for one (1) additional year to January 23, 2022 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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 \$600,000.

2. Amend the first sentence of Section 3, “Term of Agreement”, to read as follows:

The term of this Agreement is from January 24, 2017 to January 23, 2022, unless sooner terminated pursuant to the terms of this Agreement.

3. 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 Multi-Year Agreement (MYA) number (*MYA 3000*2986*), services (*On-Call Geotechnical Engineering Services (RFQ #1701)*), and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities, & Parks (PWF&P) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the PWF&P Finance at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

4. In all places within the Agreement, any reference to Resource Management Agency is hereby replaced with Department of Public Works, Facilities, & Parks.
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

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: _____
Contracts/Purchasing Officer

Professional Service Industries, Inc.

Contractor's Business Name

Date: _____

By:

DocuSigned by:
Robert W. White

EB8E2DD4014487C1
(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: Robert W. White, Regional Vice President

(Print Name and Title)

By: _____
DocuSigned by:
Mary Grace Perry

C83342707AC641A Mary Grace Perry
Deputy County Counsel

Date: 12/18/2020

Date: 12/18/2020

By: _____
DocuSigned by:
Phillip Daniels

E1806BF89525400
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Phillip Daniels, Secretary

(Print Name and Title)

Approved as to Fiscal Provisions

By: _____
DocuSigned by:
Gary Giboney

D3834BFEC1D844A Auditor/Controller

Date: 12/18/2020

Date: 12/18/2020

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.

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Attachment G

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**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
CAL ENGINEERING & GEOLOGY, INC.**

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-13429 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Cal Engineering & Geology, 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-13429 with County on February 2, 2017 (hereinafter, "Agreement") to provide on-call geotechnical engineering services (hereinafter, "services") for projects located in Monterey County through January 23, 2020 with an option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed \$300,000; and

WHEREAS, provisions of the Agreement require an update; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services required by County; and

WHEREAS, the Parties wish to amend the Agreement to update the provisions and extend the term for one (1) additional year to January 23, 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 January 24, 2017 to January 23, 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. 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 Multi-Year Agreement (MYA) number #3000*2979, Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@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-@co.monterey.ca.us.

4. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527.
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. 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: *Rehral Wick*
Contracts/Purchasing Officer

Cal Engineering & Geology, Inc.
Contractor's Business Name

Date: 1/6/2020

By: *CPG*
(Signature of Chair, President or Vice President)

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

Its: Phillip Gregory, President
(Print Name and Title)

By: *Mary Grace Perry*
Mary Grace Perry
Deputy County Counsel

Date: 12/10/2019

Date: 12-23-2019

By: Kimberly Coleman
(Signature of Secretary, Asst. Secretary, CFO
Treasurer or Asst. Treasurer) *Principal of Corporate Operations*

Its: Kimberly Coleman, Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

By: *B. Masera*
Auditor/Controller

Date: 12/16/19

Date: 1/2/20

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: *Mary Grace Perry*

Name: Mary Grace Perry

Title: Deputy

Date: 12-23-19

*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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Attachment H

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Monterey County Board of Supervisors

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

Board Order

Agreement Nos.: A-13429 through A-13436

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

- a. Approved Professional Service Agreements with the following eight (8) consultants: Cal Engineering & Geology, Inc. (A-13429); Earth Systems Pacific (A-13430); Kleinfelder, Inc. (A-13431); Moore Twining Associates, Inc. (A-13432); Pacific Crest Engineering, Inc. (A-13433); Parikh Consultants, Inc. (A-13434); Professional Service Industries, Inc. (A-13435); and Twining, Inc. (A-13436); to provide geotechnical engineering on an "on-call" basis for projects located in Monterey County, California under Request for Qualifications (RFQ) #1701, in an amount not to exceed \$300,000 each for a combined total of \$2,400,000, for a period of three (3) years beginning January 24, 2017 to January 23, 2020, with the option to extend each Agreement for two (2) additional one (1) year period(s); and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute said Professional Service Agreements and future amendments to said Agreements where the amendments do not significantly alter the scope of work or change the approved amount of said Agreements.

PASSED AND ADOPTED on this 31st day of January 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 79 for the meeting on January 31, 2017.

Dated: January 31, 2017
File ID: 17-0061

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By *Dorise Hancock*
Deputy

**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:
Cal Engineering & Geology, 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 on-call geotechnical engineering services for projects located in Monterey County

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 \$ 300,000.

3. **TERM OF AGREEMENT.** The term of this Agreement is from 1/24/2017 to 1/23/2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A Scope of Services/Payment Provisions
- Exhibit B Federal Provisions CALTRANS Local Assistance Procedures Manual
- Exhibit C Incorporation of Request for Qualifications (RFQ) #1701 and Statement of Qualification Documents

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	Dan Peluso, PE, GE, Project Manager
<p style="text-align: center;">Name and Title</p> County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	<p style="text-align: center;">Name and Title</p> Cal Engineering & Geology Inc. 6455 Almaden Expressway, Suite 100 San Jose, CA 95120
<p style="text-align: center;">Address</p> (831) 755-8966	<p style="text-align: center;">Address</p> (408) 440-4542
<p style="text-align: center;">Phone</p>	<p style="text-align: center;">Phone</p>

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: [Signature]

William J. Jewell, MBA
 Purchasing Officer
 County of Monterey

Date: 2-2-17

By: _____
 Department Head (if applicable)

Date: _____

By: _____
 Board of Supervisors (if applicable)

Date: _____

Approved as to Form

By: [Signature]

County Counsel

Date: 1-9-17

Approved as to Fiscal Provisions²

By: [Signature]

Auditor/Controller

Date: 1-9-17

Approved as to Liability Provisions³

By: _____
 Risk Management

Date: _____

Cal Engineering & Geology, Inc.
 Contractor's Business Name*

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

Phillip Gregory, President, CEO
 Name and Title

Date: 12/22/2016

By: [Signature]
 (Signature of Secretary, Asst. Secretary, CEO, Treasurer or Asst. Treasurer)*

Kimberly Coleman
 Controller / Corporate Secretary
 Name and Title

Date: 12/22/16

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
Cal Engineering & Geology, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall provide on-call geotechnical engineering services for transportation projects in Monterey County. The geotechnical engineering services shall include, but are not limited to the following services and requirements:

Individual projects may include the following work:

Design

Roadway pavement analysis/recommendation/design

1. Earth retaining structure and slope analysis/recommendation/design
2. Structure foundation analysis

Recommendation for foundation design, seismic considerations, liquefaction potential, Acceleration Response Spectra (ARS) curve, etc.

3. Field exploration

Drilling, boring, and laboratory testing of core samples

Provide traffic control (as necessary) to perform exploration

4. Preparation of reports

Foundation reports, pavement evaluations, slope/earth retaining structures evaluations, log of test borings, etc.

Construction Inspection

1. Material testing
2. Portland cement concrete, aggregates, asphalt products, fill material, weld testing/inspection, x-ray, compaction tests

Provide on-site laboratory testing

Support

1. Provide bidding assistance
2. Provide design support during construction

EXHIBIT A- SCOPE OF SERVICES/PAYMENT PROVISIONS

- A.2 CONTRACTOR shall have extensive experience and knowledge of, not limited to, American Society for Testing and Materials (ASTM), California Test Methods (CTM), California Department of Transportation (Caltrans) design standards, Federal Highway Administration (FHWA) programs, and Caltrans Local Assistance Procedures Manual and Program Guidelines (LAPM & LAPG).

CONTRACTOR shall be a licensed Geotechnical Engineer or Certified Engineering Geologist in the State of California.

CONTRACTOR'S project manager shall have a minimum of five (5) years, and knowledge of civil engineering principles and practices and site improvements design requirements.

- A.3 CONTRACTOR shall advocate for the County and ensure the professional services and products of services are in the best interest of the County. The CONTRACTOR shall deliver products on or ahead of required schedule and within proposed budget.

All work shall be performed in conformance with all applicable County, State, and federal laws, including but not limited to County Standards, State Standard Plans & Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and the Americans with Disabilities Act (ADA) of 1990, as may be revised and amended from time to time.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$300,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be in accordance with the following terms:

See Exhibit 10-H of the Cal Trans Local Assistance Procedures Manual included in Exhibit B - Federal Provisions.

Services shall be provided on an on-call basis. The County will contact the CONTRACTOR with regards to an individual project. CONTRACTOR shall then submit a detailed proposal that shall include at minimum assigned CONTRACTOR staff, relevant task, deliverables, schedule, and cost. Cost shall be submitted in a separate sealed envelope.

The exact scope for professional engineering services will be determined prior to a notice to proceed for a specific task and/or project. The County may negotiate

EXHIBIT A- SCOPE OF SERVICES/PAYMENT PROVISIONS

the scope and cost of the proposal prior to issuance of the notice to proceed. The County has the right to reject any submitted proposal.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at https://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

In compliance with RFP #1701, if the Project for which the CONTRACTOR is ultimately hired for is funded with Federal Highway Administration (FHWA) funds, the CONTRACTOR will be required to comply with Federal provisions. Federal Provisions, Exhibit B, attached hereto, shall be completed separately for each individual Project by CONTRACTOR and submitted to County for approval prior to County Issuing CONTRACTOR with a Notice to Proceed for the Project.

Completion of Federal Provisions, Exhibit B, is not required for projects not utilizing FHWA funds.

**EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

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Article I Contact Information

County Project Manager

Name: Isabelo Dela Merced

Title: Assistant Engineer

Address: 168 W. Alisal St.
Salinas, CA 93901

Telephone Number: 831-755-4746

Contractor Project Manager

Name: Dan Peluso

Title: PE, GE, Project Manager

Address: 6455 Almaden Expressway, Suite 100
San Jose, CA 95120

Telephone Number: (408) 440-4542

Article II Terms

All references to "Contract" herein shall include the County of Monterey Agreement for Professional Services.

Article III Contractor's Reports or Meetings

The selected option shall apply to this contract:

Option 1 - For standard contracts:

- A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

Option 2 - for on-call contracts:

- A. CONTRACTOR shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

MANDATORY FISCAL AND FEDERAL PROVISIONS

Article IV Performance Period (Verbatim)

- A. This contract shall go into effect on (DATE), contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.

EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

- B. CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

For on-call contracts, paragraph C below applies, in addition to paragraph A & B above.

- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

Article V Allowable Costs and Payments (Verbatim)

The selected option shall apply to this contract:

Exhibit 10-H (example #1, #2, & #3) in fillable format can be downloaded at the following website:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

- Option 1 – Actual Cost-Plus-Fixed Fee (Use Exhibit 10-H Example #1 for Cost Proposal Format)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONTRACTOR'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY'S approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR'S fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Resource Management Agency - Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$(Amount).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.
- For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

Option 2 - Cost per Unit of Work (Use Exhibit 10-H Example #3 for Cost Proposal Format)

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.
- The specified rate to be paid for equipment shall be, as listed in Attachment (Insert Attachment Number).
- C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and

**EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event, COUNTY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by COUNTY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.

- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- H. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Resource Management Agency - Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- I. The total amount payable by COUNTY including the fixed fee shall not exceed \$(Amount).

EXHIBIT B - FEDERAL PROVISIONS
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- J. Salary Increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- K. All subcontracts in excess of \$25,000 shall contain the above provisions.

Option 3 - Specific Rates of Compensation (Use Exhibit 10-H Example #2 for Cost Proposal Format)

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.

- C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.

- D. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order, less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR.

- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR's Cost Proposal.

- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

- G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

- I. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract

EXHIBIT B - FEDERAL PROVISIONS
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Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY'S Contract Administrator at the following address:

County of Monterey
Resource Management Agency - Public Works
168 West Alisal Street, 2nd Floor
Salinas, California 93901
Attn: Finance Division

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
 - M. The total amount payable by COUNTY for an Individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
 - N. If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
 - O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
 - P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
 - Q. All subcontracts in excess of \$25,000 shall contain the above provisions.
- Option 4 - Lump Sum (Use Exhibit 10-H Example #1 for Cost Proposal Format)

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- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Resource Management Agency – Public Works
168 West Alisal Street, 2nd Floor
Salinas, California 93901
Attn: Finance Division

- E. The total amount payable by COUNTY shall not exceed \$(Amount).
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VI Termination (Verbatim)

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONTRACTOR with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of

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such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.

- C. The maximum amount for which the Government shall be liable if this contract is terminated is 0 dollars.

Article VII Cost Principles and Administrative Requirements (Verbatim)

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VIII Retention of Records/Audit (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractors, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

Article IX Audit Review Procedures (Verbatim)

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.

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- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.

For contracts \$150,000 or greater, paragraph D below applies:

- D. CONTRACTOR and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

For contracts \$3,500,000 or greater, paragraph E below applies:

- E. CONTRACTOR Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
 - 1. During a Caltrans' review of the ICR audit work papers created by the CONTRACTOR's Independent CPA, Caltrans will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at a provisional ICR until a FAR compliant ICR (e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and

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Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:

- a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
 3. If the CONTRACTOR fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
 4. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO County no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

Article X Subcontracting (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to COUNTY for the acts and omissions of its subcontractor(s) 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 CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from COUNTY'S obligation to make payments to the CONTRACTOR.
- B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted

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without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by COUNTY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subcontractor(s).

Article XI Equipment Purchase (Verbatim)

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY," 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

Article XII State Prevailing Wage Rates (Verbatim)

The selected option shall apply to this contract:

- Option 1 - For contract where a portion of the proposed work to be performed are crafts affected by state labor laws.

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- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dlr.ca.gov>.

Option 2 – For contracts where all of the proposed work is performed by crafts not affected by state labor laws or are not contemplated for use.

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

Article XIII Conflict of Interest (Verbatim)

- A. CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

The selected option below applies to this contract:

Option 1 – PS&E contracts

- D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Option 2 – Construction Contract Administration contracts

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- D. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- F. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this contract shall have provided services on the design of any project included within this contract.

Article XIV Rebates, Kickbacks or other Unlawful Consideration (Verbatim)

CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Article XV Prohibition of Expending County, State, or Federal Funds for Lobbying (Verbatim)

This provision (Article XV) only applies to contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract, this does not apply.

- A. CONTRACTOR certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Article XVI Statement of Compliance

- A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission Implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

For contracts with Federal funding, the following paragraph C & D applies:

- C. The Contractor shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Contractor, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of

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Subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Article XVII Debarment and Suspension Certification

- A. CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

MISCELLANEOUS PROVISIONS

Article XVIII Funding Requirements

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

Article XIX Change in Terms

- A. This contract may be amended or modified only by mutual written agreement of the parties,

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- B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONTRACTOR's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

Article XX Disadvantaged Business Enterprises (DBE) Participation

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Contractors who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is _____%. Participation by DBE contractor or subcontractors shall be in accordance with information contained in the Contractor Proposal DBE Commitment (Exhibit 10-O1), or in the Contractor Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONTRACTOR must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE

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participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONTRACTOR or CONTRACTOR's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONTRACTOR when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Administrator.
- K. If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Contract, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

Article XXI Contingent Fee

CONTRACTOR warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Article XXII Disputes

The selected option below applies to this contract:

- Option 1 - For contracts without PS&E submittal

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- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONTRACTOR.
 - B. Not later than 30 days after completion of all work under the contract, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
 - C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONTRACTOR from full and timely performance in accordance with the terms of this contract.
- Option 2 – For contracts requiring PS&E submittal, replace paragraph B above with the following:
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Article XXIII Inspection of Work

CONTRACTOR and any subcontractor shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

Article XXIV Safety

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the travelling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

Paragraph D below applies for contracts requiring trenching of five feet or deeper:

- D. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

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Article XXV Insurance

The selected option below applies to this contract:

Option 1 – For contracts with a scope of services that may require the contractor or subcontractor to work within the operating state or County Highway Right of Way; where there would be exposure to public traffic or construction operations:

- A. Prior to commencement of the work described herein, CONTRACTOR shall furnish COUNTY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONTRACTOR with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to COUNTY.
 - 2. That COUNTY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
 - 3. That COUNTY will not be responsible for any premiums or assessments on the policy.
- C. CONTRACTOR agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONTRACTOR agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

Option 2 – For contracts with a scope of services that will not require the Contractor or subcontractor to work within the operating State or COUNTY Highway Right of Way where there would be exposure to public traffic or construction Contractor operations:

CONTRACTOR is not required to show evidence of general comprehensive liability insurance.

Article XXVI Ownership of Data

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONTRACTOR shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.

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- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONTRACTOR under this contract; further, CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONTRACTOR.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

Article XXVII Claims Filed by County's Construction Contractor

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONTRACTOR's personnel, and additional information or assistance from CONTRACTOR's personnel is required in order to evaluate or defend against such claims; CONTRACTOR agrees to make its personnel available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONTRACTOR's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONTRACTOR's personnel services under this contract.
- C. Services of CONTRACTOR's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

Article XXVIII Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONTRACTOR

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In order to carry out this contract, shall be protected by CONTRACTOR from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
- C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this contract, at public hearings or in response to questions from a legislative committee.
- D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

For PS&E contracts, paragraph F below applies:

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONTRACTOR to any entity other than COUNTY.

Article XXIX National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

Article XXX Evaluation of Contractor

CONTRACTOR's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONTRACTOR for comments. The evaluation together with the comments shall be retained as part of the contract record.

Article XXXI Retention of Funds

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

The selected paragraph below (B, C, or D) applies to this contract:

- B. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractors to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and

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Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

- C. No retainage will be held by the Agency from progress payments due the prime contractor. Any retainage held by the prime contractor or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractor and subcontractors.
- D. The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractor and subcontractors.

Notice to Proposers DBE Information (Exhibit 10-I)

The following will be issued to the short list/pool of qualified firms at the time when the County will request for proposals for specific projects.

The Agency has established a DBE goal for this Contract of _____%

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1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-01 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-02 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

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- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBE'S COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or

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equipment required under the Contract and of the general character described by the specifications.

- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL FORMS

The following forms can be viewed and downloaded in fillable format at:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Cal Engineering & Geology, Inc Contract No. _____ Date 10/26/2016

Fringe Benefit 28.46% + Overhead 32.39% + General Administration 104.21% = 165.06% Combined Indirect Cost Rate (ICR)
(= 0% if included in OH) (= 0% if included in OH)

FEE = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Phillip Gregory/Sr. Principal/Exempt	\$ 262.31			7/29/2016	6/30/2017		3.00%	N/A
	\$ 269.88			7/01/2017	6/30/2018		3.00%	N/A
	\$ 267.68			7/01/2018	6/30/2019		3.00%	N/A
Dan Peluso/Sr. Associate/Exempt	\$ 201.67			7/29/2016	6/30/2017		3.00%	N/A
	\$ 207.92			7/01/2017	6/30/2018		3.00%	N/A
	\$ 214.16			7/01/2018	6/30/2019		3.00%	N/A
Reid Fisher/Principal/Exempt	\$ 196.24			7/29/2016	6/30/2017		3.00%	N/A
	\$ 202.13			7/01/2017	6/30/2018		3.00%	N/A
	\$ 208.19			7/01/2018	6/30/2019		3.00%	N/A
David Buscheck/Associate Engineer/Exempt	\$ 175.24			7/29/2016	6/30/2017		3.00%	N/A
	\$ 180.60			7/01/2017	6/30/2018		3.00%	N/A
	\$ 185.92			7/01/2018	6/30/2019		3.00%	N/A
Eli Zane/Senior Engineer/Exempt	\$ 136.07			7/29/2016	6/30/2017		3.00%	N/A
	\$ 140.06			7/01/2017	6/30/2018		3.00%	N/A
	\$ 144.25			7/01/2018	6/30/2019		3.00%	N/A
Chris Hockett/Associate Engineer/Exempt	\$ 154.19			7/29/2016	6/30/2017		3.00%	N/A
	\$ 158.62			7/01/2017	6/30/2019		3.00%	N/A

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisk (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

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	FRINGE BENEFIT	+	OVERHEAD	+	GENERAL ADMINISTRATION	Combined
NORMAL	28.48%	+	32.39%	+	104.21%	166.08%
OVERTIME	0.00%	+	0.00%	+	0.00%	0.00%

FEE % 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Hourly Range for Class
	Straight	OT(1.5x)	OT(2x)	From	To		
Phillip Gregory Sr. Principal Exempt	\$ 252.31 \$ 259.88 \$ 267.68	N/A N/A N/A	N/A N/A N/A	7/28/2016 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	3% ECI-T9 + 1% ECI-T9 + 1%	N/A N/A N/A
Dan Peluso Sr. Associate Exempt	\$ 201.87 \$ 207.92 \$ 214.16	N/A N/A N/A	N/A N/A N/A	7/28/2016 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	3% ECI-T9 + 1% ECI-T9 + 1%	N/A N/A N/A
Reld Fisher Principal Exempt	\$ 196.24 \$ 202.13 \$ 208.19	N/A N/A N/A	N/A N/A N/A	7/28/2016 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	3% ECI-T9 + 1% ECI-T9 + 1%	N/A N/A N/A
David Buscheck Associate Engineer Exempt	\$ 176.24 \$ 180.50 \$ 185.92	N/A N/A N/A	N/A N/A N/A	7/28/2016 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	3% ECI-T9 + 1% ECI-T9 + 1%	N/A N/A N/A
Ell Zane Senior Engineer Exempt	\$ 136.97 \$ 140.05 \$ 144.25	N/A N/A N/A	N/A N/A N/A	7/28/2016 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	3% ECI-T9 + 1% ECI-T9 + 1%	N/A N/A N/A
Chris Hockett Associate Engineer Exempt	\$ 154.19 \$ 158.82 \$ 163.58	N/A N/A N/A	N/A N/A N/A	7/28/2016 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	3% ECI-T9 + 1% ECI-T9 + 1%	N/A N/A N/A
David Burger Senior Geologist Exempt	\$ 128.97 \$ 132.84 \$ 136.82	N/A N/A N/A	N/A N/A N/A	7/28/2016 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	3% ECI-T9 + 1% ECI-T9 + 1%	N/A N/A N/A
Mehal Vitthal Staff Engineer Exempt	\$ 95.32 \$ 98.18 \$ 101.13	N/A N/A N/A	N/A N/A N/A	7/28/2016 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	3% ECI-T9 + 1% ECI-T9 + 1%	N/A N/A N/A
Steve Hunter Assistant	\$ 69.25 \$ 71.33	\$ 103.88 \$ 106.99	\$ 138.50 \$ 142.66	7/28/2016 7/1/2017	6/30/2017 6/30/2018	3% ECI-T9 + 1%	N/A N/A

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	FRINGE BENEFIT	+	OVERHEAD	+	GENERAL ADMINISTRATION	Combined
NORMAL	28.48%	+	32.39%	+	104.21%	165.08%
OVERTIME	0.00%	+	0.00%	+	0.00%	0.00%
			FEE %	10%		

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Hourly Range for Class
	Straight	OT(1.5x)	OT(2x)	From	To		
Non-Exempt	\$ 73.47	\$ 110.20	\$ 146.94	7/1/2018	6/30/2019	ECH-T9 + 1%	N/A
Kimberly Coleman	\$ 102.06	\$ 153.08	\$ 204.11	7/28/2016	6/30/2017	3%	N/A
Sr. Administrative	\$ 106.12	\$ 157.68	\$ 210.24	7/1/2017	6/30/2018	ECH-T9 + 1%	N/A
Non-Exempt	\$ 108.27	\$ 162.41	\$ 216.54	7/1/2018	6/30/2019	ECH-T9 + 1%	N/A
Katarzyna	\$ 72.90	\$ 109.35	\$ 146.79	7/28/2016	6/30/2017	3%	N/A
CADD	\$ 76.08	\$ 112.63	\$ 150.17	7/1/2017	6/30/2018	ECH-T9 + 1%	N/A
Non-Exempt	\$ 77.34	\$ 116.00	\$ 154.67	7/1/2018	6/30/2019	ECH-T9 + 1%	N/A

Note:

- For "Other Direct Costs" listing, see page 2 of this Exhibit

Exhibit B - Federal Provisions
 CALTRANS Local Assistance Procedures Manual

(12)			SCHEDULE OF OTHER DIRECT COST ITEMS					
Prime			Subconsultant 1			Subconsultant 2		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Printing and Reproductions			Printing and Reproductions			Printing and Reproductions		
			A.			A.		
B.			B.			B.		
C.			C.			C.		
Computer			Computer			Computer		
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		
Vehicle Expenses			Vehicle Expenses			Vehicle Expenses		
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		
Delivery Services			Delivery Services			Delivery Services		
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		
Communications			Communications			Communications		
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		
Miscellaneous			Miscellaneous			Miscellaneous		
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		

* - Explanation of any asterisk comments.

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoices)
- Travel related costs should be pre-approved by the contract manager, and is reimbursed in accordance to California State Travel and Expense Claims Guidelines for Consultants.
- If an item needs to be listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).



CAL ENGINEERING & GEOLOGY

SCHEDULE OF CHARGES FOR 2016

1. **Professional Services.** These are "all-in" rates, and include direct salary cost, overhead, general and administrative costs not separately accounted for, and profit. They shall remain in effect through December 31, 2016. Ongoing work continuing beyond December 31, 2016 will be invoiced at the applicable new year's rate.

	Rate
Personnel	
Principal Engineer/Geologist	\$220 per hour
Associate Engineer/Geologist	\$195 per hour
Senior Engineer/Geologist	\$179 per hour
Project Engineer/Geologist	\$144 per hour
Staff Engineer/Geologist	\$128 per hour
Technician (Straight rate prevailing wage)	\$113 per hour
Project Assistant	\$ 82 per hour
Administration/Clerical	\$ 77 per hour
Special Inspector (Straight rate prevailing wage)	\$118 per hour
Deposition/Court Testimony (minimum 4 hours)	\$360 per hour

	Fee
Laboratory Tests	
Concrete Compressive Strength Testing	\$ 35 per test
Moisture Content (ASTM D 2216)	\$ 20 per test
Moisture & Density (ASTM D 4318)	\$ 28 per test
Atterberg Limits (ASTM D 4318)	\$180 per test
Compaction Curve, 4" mold (ASTM D 1557)	\$230 per test
Compaction Curve, 6" mold (ASTM D 1557)	\$280 per test
Wash over #200 Sieve (ASTM D 1140)	\$ 65 per test
Sieve Analysis with #200 Wash (ASTM D 422)	\$130 per test
Sieve & Hydrometer (ASTM D 422)	\$205 per test

	Rate
Reimbursables	
Mileage	\$0.55 per mile Current IRS Rate
Nuclear Gage	\$ 50 per day
Inclinometer	\$175 per day
Vane Shear Device	\$100 per day

2. **Travel Time.** Travel time will be charged at regular hourly rates, not to exceed eight (8) hours per day.

3. **Expenses.** All direct costs will be billed at actual cost plus 10%, unless there is explicit agreement otherwise. Direct costs include:

- Third party services - Fees for subcontracted third party services (including drilling and backhoe services, special consultant fees, permits, special equipment rental, overnight mail or messenger services and other similar project related costs)
- Travel expenses, including airfare, hotel, meals, ground transportation, and miscellaneous expenses, will be billed in accordance with the Monterey County Travel Policy per Section B.1 of Exhibit A - Scope of Services/Payment Provisions.
- Reproduction costs, including photocopy, blueprints, graphics, photo prints or printing.

4. **Subconsultants.** To the extent that it becomes necessary to use subconsultants, Client will be invoiced at cost plus 10% to cover insurance liability and other overhead costs.

5. **Terms of Payment.** Billings are payable upon presentation and are past due thirty (30) days from invoice date. All services and other direct costs are invoiced on a monthly basis. A finance charge of 1.5% (one and one-half percent) per month, or the maximum amount allowed by law, will be charged on past due accounts. The amount of any excise, value added, sales, or gross receipts tax that may be imposed shall be added to the compensation described above. In the event that Client fails to pay within sixty (60) days of receipt of invoice, Client agrees that such non-payment will be considered a breach of this agreement. Client further agrees that any court and/or legal fees incurred in order to collect payment for past due invoices shall be their responsibility.

6. **Accounting.** The cost of normal accounting services for invoicing has been considered in the overhead expense which is included in the above hourly rates. Additional requirements for invoice verification, such as copies of time sheets, detailed expense records, and supplemental daily work justification will be billed on an hourly basis.



CAL ENGINEERING & GEOLOGY

GENERAL CONDITIONS

(Revised: 30 December 2015)

1. **Payment.** Cal Engineering & Geology (CE&G) will submit progress invoices to Client at least as frequently as monthly and a final bill upon completion of the services. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge equal to the maximum rate allowed by law on past due accounts.
2. **Workers' Compensation Insurance.** CE&G is protected by Workers' Compensation Insurance as required by applicable state law.
3. ~~General Liability Insurance Limitation. CE&G is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits considered reasonable. Certificates of insurance shall be provided to Client upon written request. CE&G shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. CE&G shall not be responsible for any loss, damage or liability arising from any act or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the project over which CE&G has no supervision or control.~~
4. ~~Professional Liability Limitation. In recognition of the relative risks and benefits of the Project to both the Client and CE&G, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of CE&G to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of CE&G to the Client shall not exceed \$50,000 or CE&G's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.~~
5. **Standard of Care.** Services performed by CE&G under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty, expressed or implied, is made. CE&G's interpretations and recommendations will be based on the results of appropriate investigative work. The Client recognizes that conditions may change over time. CE&G will not be responsible for the interpretation or use by others of data developed by CE&G.
6. **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by CE&G shall not be considered an assignment for purposes of this Agreement.
7. **Job Site.** Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction, including safety of persons and property. Client further agrees to defend, indemnify and hold CE&G harmless from any and all liability, real or alleged, in connection with the performance of work on this project, except liability arising from the sole negligence or willful misconduct of CE&G.
8. **Right of Entry.** Client will furnish Right of Entry for CE&G to perform all necessary work. CE&G will operate with reasonable care to minimize damage to property. However, some damage is frequently unavoidable and the costs for repairing such damage is not included in the fee unless otherwise stated.
9. **Cooperation and Project Understanding.** Client will make available to CE&G all information regarding existing and proposed conditions at the site. The information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soils data including borings, field or laboratory tests, and written reports. Client will immediately transmit to CE&G any new information that becomes available or any changes in plans. CE&G shall not be liable for any incorrect advice, judgement, or decision based on any inaccurate information provided by Client, his agents, or other consultants.
- ~~10. **Termination.** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure of performance by the other party or if the Client suspends the work for more than three (3) months. In the event of termination, CE&G shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records and reports necessary to document job status at time of termination.~~
11. **Notices.** Communications from the Client shall be to CE&G's designated project manager or to the principal in charge of the work. Verbal communications shall be confirmed in writing.
12. **Ownership of Instruments of Service.** All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the CE&G as instruments of service shall remain the property of the CE&G. The CE&G shall retain all common law, statutory and other reserved rights, including the copyright thereto.
13. **Entire Agreement.** These General Conditions shall be used in combination with the Service Agreement, a Schedule of Charges, a proposal or a contract. These combined documents shall be the entire agreement and shall supersede any other agreement between Client and CE&G relating to the subject matter. In case of conflict or inconsistency between these General Conditions and any other contract documents, these General Conditions shall control.

2/22/16
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**EXHIBIT C -- INCORPORATION OF REQUEST FOR QUALIFICATIONS (RFQ) #1701
AND STATEMENT OF QUALIFICATIONS DOCUMENTS**

The County invited submittals to Request for Qualifications (RFQ) through RFQ #1701, to provide on-call geotechnical engineering services for transportation projects located in Monterey County. Cal Engineering & Geology, Inc. submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFQ #1701.

RFQ #1701 and the Statement of Qualifications submitted by Cal Engineering & Geology, Inc. are hereby incorporated into the Agreement by this reference to provide on-call geotechnical engineering services for transportation projects located in Monterey County.

Attachment I

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**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EARTH SYSTEMS PACIFIC**

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-13430 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Earth Systems Pacific (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-13430 with County on February 2, 2017 (hereinafter, "Agreement") to provide on-call geotechnical engineering services (hereinafter, "services") for projects located in Monterey County through January 23, 2020 with an option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed \$300,000; and

WHEREAS, provisions of the Agreement require an update; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services required by County; and

WHEREAS, the Parties wish to amend the Agreement to update the provisions and extend the term for one (1) additional year to January 23, 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 January 24, 2017 to January 23, 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. 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 Multi-Year Agreement (MYA) number #3000*2980, Project name and associated Delivery Order number, 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.

4. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527.
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. 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: _____
Contracts/Purchasing Officer

Earth Systems Pacific
Contractor's Business Name

Date: _____

By: *Nathan Stoppes*
(Signature of Chair, President or Vice President)

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

Its: NATHAN STOPPES, VP
(Print Name and Title)

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 1/9/2020

Date: _____

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

Approved as to Fiscal Provisions

Its: VEROL BROWN, CFO
(Print Name and Title)

By: _____
Auditor/Controller

Date: 1/6/2020

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, 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.

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: *Alena Wick*
Contracts/Purchasing Officer

Earth Systems Pacific
Contractor's Business Name

Date: 1-16-2020

By: *Nathan Stoppes*
(Signature of Chair, President or Vice President)

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

Its: NATHAN STOOPES, SENIOR V.P.
(Print Name and Title)

By: *Mary Grace Perry*
Mary Grace Perry
Deputy County Counsel

Date: 1/6/2020

ol
Date: 10-14-2020
sl 1-22-20

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

Its: TEROL BROWN, CFO
(Print Name and Title)

Approved as to Fiscal Provisions

By: *B. Maser*
Auditor/Controller

Date: 12/17/19

Date: 1/15/2020

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, 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.

Attachment J

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Monterey County Board of Supervisors

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

Board Order

Agreement Nos.: A-13429 through A-13436

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

- a. Approved Professional Service Agreements with the following eight (8) consultants:
Cal Engineering & Geology, Inc. (A-13429); Earth Systems Pacific (A-13430); Kleinfelder, Inc. (A-13431); Moore Twining Associates, Inc. (A-13432); Pacific Crest Engineering, Inc. (A-13433); Parikh Consultants, Inc. (A-13434); Professional Service Industries, Inc. (A-13435); and Twining, Inc. (A-13436); to provide geotechnical engineering on an "on-call" basis for projects located in Monterey County, California under Request for Qualifications (RFQ) #1701, in an amount not to exceed \$300,000 each for a combined total of \$2,400,000, for a period of three (3) years beginning January 24, 2017 to January 23, 2020, with the option to extend each Agreement for two (2) additional one (1) year period(s); and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute said Professional Service Agreements and future amendments to said Agreements where the amendments do not significantly alter the scope of work or change the approved amount of said Agreements.

PASSED AND ADOPTED on this 31st day of January 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 79 for the meeting on January 31, 2017.

Dated: January 31, 2017
File ID: 17-0061

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By *Danise Hancock*
Deputy

**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:
Earth Systems Pacific
(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 on-call geotechnical engineering services for projects located in Monterey County

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 \$ 300,000.

3. **TERM OF AGREEMENT.** The term of this Agreement is from 1/24/2017 to 1/23/2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A Scope of Services/Payment Provisions
- Exhibit B Federal Provisions CALTRANS Local Assistance Procedures Manual
- Exhibit C Incorporation of Request for Qualifications (RFQ) #1701 and Statement of Qualification Documents

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:

Cr 12/23/16
12/23/16

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).

C 12/27/16
12/23/16

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).

Cr 12/23/16
12/23/16

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).

Cr 12/27/16
12/23/16 9.04

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).

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	George Barnett, PE, GE, Senior Vice President
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	Earth Systems Pacific 1514 Moffat Street, Suite G Salinas, CA 93906
Address	Address
(831) 755-8966	(831) 422-8547
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

By: [Signature]
Purchasing Agent, MBA
Deputy Purchasing Agent
County of Monterey

Date: 2-2-17

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form

By: [Signature]
County Counsel

Date: 1-31-17

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 12-9-17

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Earth Systems Pacific
Contractor's Business Name*

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

George Barnett Sr. U.P.
Name and Title

Date: 12/19/16

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

TEROL BROWN, CFO
Name and Title

Date: 12/23/16

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
Earth Systems Pacific, hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall provide on-call geotechnical engineering services for transportation projects in Monterey County. The geotechnical engineering services shall include, but are not limited to the following services and requirements:

Individual projects may include the following work:

Design

Roadway pavement analysis/recommendation/design

1. Earth retaining structure and slope analysis/recommendation/design
2. Structure foundation analysis

Recommendation for foundation design, seismic considerations, liquefaction potential, Acceleration Response Spectra (ARS) curve, etc.

3. Field exploration

Drilling, boring, and laboratory testing of core samples

Provide traffic control (as necessary) to perform exploration

4. Preparation of reports

Foundation reports, pavement evaluations, slope/earth retaining structures evaluations, log of test borings, etc.

Construction Inspection

1. Material testing
2. Portland cement concrete, aggregates, asphalt products, fill material, weld testing/inspection, x-ray, compaction tests

Provide on-site laboratory testing

Support

1. Provide bidding assistance
2. Provide design support during construction

EXHIBIT A- SCOPE OF SERVICES/PAYMENT PROVISIONS

- A.2 CONTRACTOR shall have extensive experience and knowledge of, not limited to, American Society for Testing and Materials (ASTM), California Test Methods (CTM), California Department of Transportation (Caltrans) design standards, Federal Highway Administration (FHWA) programs, and Caltrans Local Assistance Procedures Manual and Program Guidelines (LAPM & LAPG).

CONTRACTOR shall be a licensed Geotechnical Engineer or Certified Engineering Geologist in the State of California.

CONTRACTOR'S project manager shall have a minimum of five (5) years, and knowledge of civil engineering principles and practices and site improvements design requirements.

- A.3 CONTRACTOR shall advocate for the County and ensure the professional services and products of services are in the best interest of the County. The CONTRACTOR shall deliver products on or ahead of required schedule and within proposed budget.

All work shall be performed in conformance with all applicable County, State, and federal laws, including but not limited to County Standards, State Standard Plans & Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and the Americans with Disabilities Act (ADA) of 1990, as may be revised and amended from time to time.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$300,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be in accordance with the following terms:

See Exhibit 10-H of the Cal Trans Local Assistance Procedures Manual included in Exhibit B - Federal Provisions.

Services shall be provided on an on-call basis. The County will contact the CONTRACTOR with regards to an individual project. CONTRACTOR shall then submit a detailed proposal that shall include at minimum assigned CONTRACTOR staff, relevant task, deliverables, schedule, and cost. Cost shall be submitted in a separate sealed envelope.

The exact scope for professional engineering services will be determined prior to a notice to proceed for a specific task and/or project. The County may negotiate

EXHIBIT A- SCOPE OF SERVICES/PAYMENT PROVISIONS

the scope and cost of the proposal prior to issuance of the notice to proceed. The County has the right to reject any submitted proposal.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at [https://www.co.monterey.ca.us/auditor/pdfs/County Travel Business Expense Policy 12-5-12.pdf](https://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

In compliance with RFQ #1701, if the Project for which the CONTRACTOR is ultimately hired for is funded with Federal Highway Administration (FHWA) funds, the CONTRACTOR will be required to comply with Federal provisions. Federal Provisions, Exhibit B, attached hereto, shall be completed separately for each individual Project by CONTRACTOR and submitted to County for approval prior to County Issuing CONTRACTOR with a Notice to Proceed for the Project.

Completion of Federal Provisions, Exhibit B, is not required for projects not utilizing FHWA funds.

**EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

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Article I Contact Information

County Project Manager

Name: Isabelo Dela Merced

Title: Assistant Engineer

Address: 168 W. Alisal St.
Salinas, CA 93901

Telephone Number: 831-755-4746

Contractor Project Manager

Name: George Barnett

Title: GE, Senior Vice President

Address: 1514 Moffat St. Suite G
Salinas, CA 93906

Telephone Number: (408) 440-4542

Article II Terms

All references to "Contract" herein shall include the County of Monterey Agreement for Professional Services.

Article III Contractor's Reports or Meetings

The selected option shall apply to this contract:

Option 1 - For standard contracts:

- A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

Option 2 - for on-call contracts:

- A. CONTRACTOR shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

MANDATORY FISCAL AND FEDERAL PROVISIONS

Article IV Performance Period (Verbatim)

- A. This contract shall go into effect on (DATE), contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.

**EXHIBIT B - FEDERAL PROVISIONS
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- B. CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

For on-call contracts, paragraph C below applies, in addition to paragraph A & B above.

- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

Article V Allowable Costs and Payments (Verbatim)

The selected option shall apply to this contract:

Exhibit 10-H (example #1, #2, & #3) in fillable format can be downloaded at the following website:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

Option 1 – Actual Cost-Plus-Fixed Fee (Use Exhibit 10-H Example #1 for Cost Proposal Format)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONTRACTOR'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

EXHIBIT B - FEDERAL PROVISIONS
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F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

G. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Resource Management Agency - Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

H. The total amount payable by COUNTY including the fixed fee shall not exceed \$(Amount).

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. All subcontracts in excess of \$25,000 shall contain the above provisions.

Option 2 - Cost per Unit of Work (Use Exhibit 10-H Example #3 for Cost Proposal Format)

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.

The specified rate to be paid for equipment shall be, as listed in Attachment (Insert Attachment Number).

C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and

EXHIBIT B - FEDERAL PROVISIONS
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other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event, COUNTY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by COUNTY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.

- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- H. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Resource Management Agency - Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- I. The total amount payable by COUNTY including the fixed fee shall not exceed \$(Amount).

**EXHIBIT B - FEDERAL PROVISIONS
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- J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- K. All subcontracts in excess of \$25,000 shall contain the above provisions.

Option 3 - Specific Rates of Compensation (Use Exhibit 10-H Example #2 for Cost Proposal Format)

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order, less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized Task Order shall be signed by both COUNTY and CONTRACTOR.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract

**EXHIBIT B – FEDERAL PROVISIONS
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Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
 - K. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY'S Contract Administrator at the following address:

County of Monterey
Resource Management Agency – Public Works
168 West Alisal Street, 2nd Floor
Salinas, California 93901
Attn: Finance Division
 - L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
 - M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
 - N. If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
 - O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
 - P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
 - Q. All subcontracts in excess of \$25,000 shall contain the above provisions.
- Option 4 – Lump Sum (Use Exhibit 10-H Example #1 for Cost Proposal Format)

**EXHIBIT B - FEDERAL PROVISIONS
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- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONTRACTOR'S work. Invoices shall be mailed to COUNTY'S Contract Administrator at the following address:

County of Monterey
Resource Management Agency - Public Works
168 West Alisal Street, 2nd Floor
Salinas, California 93901
Attn: Finance Division

- E. The total amount payable by COUNTY shall not exceed \$(Amount).
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VI Termination (Verbatim)

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONTRACTOR with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of

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such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.

- C. The maximum amount for which the Government shall be liable if this contract is terminated is 0 dollars.

Article VII Cost Principles and Administrative Requirements (Verbatim)

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VIII Retention of Records/Audit (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractors, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

Article IX Audit Review Procedures (Verbatim)

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.

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- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.

For contracts \$150,000 or greater, paragraph D below applies:

- D. CONTRACTOR and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

For contracts \$3,500,000 or greater, paragraph E below applies:

- E. CONTRACTOR Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
 - 1. During a Caltrans' review of the ICR audit work papers created by the CONTRACTOR's independent CPA, Caltrans will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at a provisional ICR until a FAR compliant ICR (e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and

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Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:

- a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1, above, Caltrans may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONTRACTOR's and/or the Independent CPA's revisions.
 3. If the CONTRACTOR fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised Independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1, above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
 4. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO County no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

Article X Subcontracting (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to COUNTY for the acts and omissions of its subcontractor(s) 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 CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from COUNTY'S obligation to make payments to the CONTRACTOR.
- B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted

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- without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by COUNTY.
 - D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
 - E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subcontractor(s).

Article XI Equipment Purchase (Verbatim)

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

Article XII State Prevailing Wage Rates (Verbatim)

The selected option shall apply to this contract:

- Option 1 – For contract where a portion of the proposed work to be performed are crafts affected by state labor laws.

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- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

Option 2 – For contracts where all of the proposed work is performed by crafts not affected by state labor laws or are not contemplated for use.

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

Article XIII Conflict of Interest (Verbatim)

- A. CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

The selected option below applies to this contract:

Option 1 – PS&E contracts

- D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Option 2 – Construction Contract Administration contracts

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- D. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- F. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this contract shall have provided services on the design of any project included within this contract.

Article XIV Rebates, Kickbacks or other Unlawful Consideration (Verbatim)

CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Article XV Prohibition of Expending County, State, or Federal Funds for Lobbying (Verbatim)

This provision (Article XV) only applies to contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract, this does not apply.

- A. CONTRACTOR certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its Instructions.

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- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Article XVI Statement of Compliance

- A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission Implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

For contracts with Federal funding, the following paragraph C & D applies:

- C. The Contractor shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Contractor, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of

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Subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Article XVII Debarment and Suspension Certification

- A. CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

MISCELLANEOUS PROVISIONS

Article XVIII Funding Requirements

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

Article XIX Change in Terms

- A. This contract may be amended or modified only by mutual written agreement of the parties.

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- B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONTRACTOR's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

Article XX Disadvantaged Business Enterprises (DBE) Participation

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Contractors who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is _____%. Participation by DBE contractor or subcontractors shall be in accordance with information contained in the Contractor Proposal DBE Commitment (Exhibit 10-O1), or in the Contractor Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONTRACTOR must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE

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participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONTRACTOR or CONTRACTOR's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONTRACTOR when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Administrator.
- K. If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Contract, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

Article XXI Contingent Fee

CONTRACTOR warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Article XXII Disputes

The selected option below applies to this contract:

- Option 1 - For contracts without PS&E submittal

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- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONTRACTOR.
- B. Not later than 30 days after completion of all work under the contract, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONTRACTOR from full and timely performance in accordance with the terms of this contract.

Option 2 -- For contracts requiring PS&E submittal, replace paragraph B above with the following:

- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Article XXIII Inspection of Work

CONTRACTOR and any subcontractor shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

Article XXIV Safety

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

Paragraph D below applies for contracts requiring trenching of five feet or deeper:

- D. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

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Article XXV Insurance

The selected option below applies to this contract:

Option 1 – For contracts with a scope of services that may require the contractor or subcontractor to work within the operating state or County Highway Right of Way; where there would be exposure to public traffic or construction operations:

A. Prior to commencement of the work described herein, CONTRACTOR shall furnish COUNTY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONTRACTOR with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to COUNTY.
2. That COUNTY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
3. That COUNTY will not be responsible for any premiums or assessments on the policy.

C. CONTRACTOR agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONTRACTOR agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

Option 2 – For contracts with a scope of services that will not require the Contractor or subcontractor to work within the operating State or COUNTY Highway Right of Way where there would be exposure to public traffic or construction Contractor operations:

CONTRACTOR is not required to show evidence of general comprehensive liability insurance.

Article XXVI Ownership of Data

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONTRACTOR shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.

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- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONTRACTOR under this contract; further, CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONTRACTOR.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

Article XXVII Claims Filed by County's Construction Contractor

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONTRACTOR's personnel, and additional information or assistance from CONTRACTOR's personnel is required in order to evaluate or defend against such claims; CONTRACTOR agrees to make its personnel available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONTRACTOR's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONTRACTOR's personnel services under this contract.
- C. Services of CONTRACTOR's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

Article XXVIII Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONTRACTOR

**EXHIBIT B - FEDERAL PROVISIONS
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- in order to carry out this contract, shall be protected by CONTRACTOR from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
 - C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
 - D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY'S written permission.
 - E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

For PS&E contracts, paragraph F below applies:

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONTRACTOR to any entity other than COUNTY.

Article XXIX National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

Article XXX Evaluation of Contractor

CONTRACTOR's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONTRACTOR for comments. The evaluation together with the comments shall be retained as part of the contract record.

Article XXXI Retention of Funds

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

The selected paragraph below (B, C, or D) applies to this contract:

- B. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractors to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and

**EXHIBIT B - FEDERAL PROVISIONS
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Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

- C. No retainage will be held by the Agency from progress payments due the prime contractor. Any retainage held by the prime contractor or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractor and subcontractors.
- D. The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractor and subcontractors.

Notice to Proposers DBE Information (Exhibit 10-I)

The following will be issued to the short list/pool of qualified firms at the time when the County will request for proposals for specific projects.

The Agency has established a DBE goal for this Contract of _____%

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1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-01 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-02 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

**EXHIBIT B – FEDERAL PROVISIONS
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- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBE'S COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or

**EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

- equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL FORMS

The following forms can be viewed and downloaded in fillable format at:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Markings are Not Allowed

Consultant or Subconsultant Earth Systems Pacific Contract No. RFQ # 1701 Date 10/25/2016

Fringe Benefit 43.4% + Overhead 164.7% + General Administration % *Included* Combined Indirect Cost Rate (ICR) %
(= 0% if included in OH) (= 0% if included in OH)

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ Increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Principal Engineer/Geologist	\$210.00	\$315.00	\$420.00	7/1/2016	6/30/2017	\$52.00	0	\$60.00 - \$64.00
	\$216.30	\$324.45	\$432.60	7/1/2017	6/30/2018	\$53.82	3.00%	\$62.00 - \$66.00
	\$222.79	\$334.18	\$445.58	7/1/2018	12/31/2019	\$55.73	3.00%	\$63.00 - \$70.00
Associate Engineer/Geologist	\$190.00	\$285.00	\$380.00	7/1/2016	6/30/2017	\$56.00	0	\$54.00 - \$58.00
	\$195.70	\$293.55	\$391.40	7/1/2017	6/30/2018	\$57.74	3.00%	\$55.00 - \$60.00
	\$204.57	\$302.86	\$403.14	7/1/2018	12/31/2019	\$59.47	3.00%	\$56.00 - \$63.00
Senior Engineer/Geologist	\$170.00	\$255.00	\$340.00	7/1/2016	6/30/2017	\$50.00	0	\$46.00 - \$54.00
	\$175.10	\$262.65	\$350.20	7/1/2017	6/30/2018	\$51.60	3.00%	\$48.00 - \$56.00
	\$180.35	\$270.53	\$360.71	7/1/2018	12/31/2019	\$53.21	3.00%	\$50.00 - \$56.00
Project Engineer/Geologist	\$150.00	\$225.00	\$300.00	7/1/2016	6/30/2017	\$44.00	0	\$40.00 - \$48.00
	\$154.50	\$231.75	\$309.00	7/1/2017	6/30/2018	\$45.59	3.00%	\$42.00 - \$48.00
	\$159.14	\$238.70	\$318.27	7/1/2018	12/31/2019	\$46.96	3.00%	\$44.00 - \$50.00
Staff Engineer/Geologist	\$135.00	\$202.50	\$270.00	7/1/2016	6/30/2017	\$40.00	0	\$36.00 - \$44.00
	\$139.05	\$208.58	\$278.10	7/1/2017	6/30/2018	\$41.02	3.00%	\$37.00 - \$45.00
	\$143.22	\$214.83	\$286.44	7/1/2018	12/31/2019	\$42.26	3.00%	\$39.00 - \$45.00
Project/Contract Administrator	\$135.00	\$202.50	\$270.00	7/1/2016	6/30/2017	\$40.00	0	\$36.00 - \$44.00
	\$139.05	\$208.58	\$278.10	7/1/2017	6/30/2018	\$41.02	3.00%	\$37.00 - \$45.00
	\$143.22	\$214.83	\$286.44	7/1/2018	12/31/2019	\$42.26	3.00%	\$39.00 - \$45.00
Other Classifications*								

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES: *Classifications not specifically included herein and all laboratory tests (billed per unit) will be subject to an escalation of 3% annually

- Denote all employees subject to prevailing wage with an asterisks (*) Prevailing Wage Classifications calculated per FAR regulations presented on separate tab.
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT B - FEDERAL PROVISIONS
 CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Effective: 7/1/16-6/30/17

		Year 1			
		Group 1 NC	Group 2 NC	Group 3 NC	Group 4 NC
		Prev. Wage	Prev. Wage	Prev. Wage	Prev. Wage
	%				
Base Wage	Prevailing Wage	\$43.56	\$41.56	\$35.42	\$30.19
Benefits @	Prevailing Wage	\$29.98	\$29.98	\$29.98	\$29.98
O.H. @	164.7%	\$71.74	\$68.45	\$58.34	\$49.72
Total before profit		\$145.28	\$139.99	\$123.74	\$109.89
Profit @	10.0%	\$14.53	\$14.00	\$12.37	\$10.99
Regular Hours Billable Rate		\$159.81	\$153.99	\$136.11	\$120.88

Effective: 7/1/17-6/30/18

		Year 2			
		Group 1 NC	Group 2 NC	Group 3 NC	Group 4 NC
		Prev. Wage	Prev. Wage	Prev. Wage	Prev. Wage
	%				
Base Wage	Prevailing Wage	\$45.61	\$43.61	\$37.47	\$32.24
Benefits @	Prevailing Wage	\$30.88	\$30.88	\$30.88	\$30.88
O.H. @	164.7%	\$75.12	\$71.83	\$61.71	\$53.10
Total before profit		\$151.61	\$146.32	\$130.06	\$116.22
Profit @	10.0%	\$15.16	\$14.63	\$13.01	\$11.62
Regular Hours Billable Rate		\$166.77	\$160.95	\$143.07	\$127.84

Effective: 7/1/18 - 12/31/19

		Year 3			
		Group 1 NC	Group 2 NC	Group 3 NC	Group 4 NC
		Prev. Wage	Prev. Wage	Prev. Wage	Prev. Wage
	%				
Base Wage	Prevailing Wage	\$46.98	\$44.92	\$38.59	\$33.21
Benefits @	Prevailing Wage	\$31.81	\$31.81	\$31.81	\$31.81
O.H. @	164.7%	\$77.37	\$73.98	\$63.56	\$54.69
Total before profit		\$156.16	\$150.70	\$133.96	\$119.71
Profit @	10.0%	\$15.62	\$15.07	\$13.40	\$11.97
Regular Hours Billable Rate		\$171.77	\$165.77	\$147.36	\$131.68



Earth Systems
Pacific

FEE SCHEDULE
 Hollister/Fremont/Salinas, California
 (Effective July 1, 2016)

1514 Moffett Street, Suite G
 Salinas, CA 93905-8348
 Ph: 831-422-8547
 esp@earthsystems.com
 www.earthsystems.com

The following schedule presents unit rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are typical charges for the services most frequently performed by Earth Systems Pacific. Additional services are available and can be discussed at the client's request.

PERSONNEL

Hourly Rate

Non-Technical Assistant	\$70.00
Clerical	\$70.00
Drafter/Technical Aide	\$90.00
Technician	\$95.00
Senior Technician/Inspector	\$98.00
Special Inspector	\$98.00
Technician/Inspector, Prevailing Wage (Group 3 and 4*)	\$110.00
Technician/Inspector, Prevailing Wage (Group 1 and 2*)	\$115.00
Staff Engineer/Geologist/Scientist	\$135.00
Project Engineer/Geologist/Scientist	\$150.00
Senior Engineer/Geologist/Scientist	\$170.00
Associate Engineer/Geologist/Scientist	\$190.00
Principal Engineer/Geologist/Scientist	\$210.00

* Technician/Inspector Classifications as defined by Prevailing Wage Determination NC-63-3-9-2014-1 by the State of California Director of Industrial Relations

BASIS OF CHARGES

1. The following information applies to non-prevailing wage projects, and may vary for projects subject to prevailing wage law. Requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations. Field services for prevailing wage projects will be charged in 4-hour increments.
2. Field services for regular work days on non-prevailing wage projects are subject to a 2-hour minimum charge for inspections, consultations, sampling, or show up time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. Charges are calculated in two-hour increments and time is accumulated on a portal-to-portal basis.
3. Saturdays, night work, and premium hours (before 7 a.m., after 5 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time.
4. DIR compliance/certified payroll \$50.00/week.
5. Nuclear density gauge charge \$15.00/hour.
6. Mileage is invoiced at a rate of \$0.60/mile (portal to portal), with a minimum daily charge of 10 miles per day for field work. Current IRS Rate
7. Out of town travel and expenses will be charged at cost plus 20% fixed per diem rates for specific projects can be provided upon request, and comply with the Monterey County Travel Policy per Section B.1 of Exhibit A - Scope of Services/Payment Provisions.
8. Report copies \$30.00 per copy (minimum).
9. Invoices are payable upon presentation. Invoices thirty days past due will be subject to a service charge of one and one-half percent per month.
10. Deposition, Hearing and Court Appearances (as Expert Witness) are listed on a supplemental fee schedule.

12/23/16
 12/23/16
 12/23/16
 12/23/16
 12/23/16
 12/23/16



Earth Systems
Pacific

FEES SCHEDULE
Hollister/Fremont/Salinas, California
(Effective July 1, 2016)

1614 Moffett Street, Suite G
Salinas, CA 93805-8348
Ph: 831-422-8817
esp@earthsystems.com
www.earthsystems.com

12/23/16 @ 12/23/16

SUBCONTRACT SERVICES

Subcontract services are to be billed at cost plus ~~20~~ 10% percent. These include, but are not limited to, consultants fees, equipment rental (such as drilling, bulldozing, and trenching and special access equipment), and freight, outside laboratory tests, aerial photographs, permit fees and incidental expenses.

SPECIAL FIELD SERVICES

Geophysical work, pile load tests, vane shear tests, piezometer installations, slope indicator installations and other special tests will be quoted at standard engineering rates, plus cost of equipment.

ENVIRONMENTAL SERVICES

Rates for environmental sampling, safety, and testing equipment are listed on a supplemental fee schedule. All rentals or purchases of required equipment and supplies, as well as subcontracted services, will be invoiced at cost plus 20%. 10%

LABORATORY TESTS - SOILS

Testing of contaminated soil will be per quote; samples will be returned to sender for proper disposal.

Atterberg Limits:	a. Liquid Limit or Plastic Limit	\$105.00
	b. Plasticity Index	\$190.00
C.B.R. (3 points; includes maximum density)		\$870.00
C.B.R. (9 points; includes maximum density)		\$930.00
Compaction Curves:	a. 4" Mold	\$240.00
	b. 6" Mold	\$290.00
	c. California Impact	\$290.00
	d. Check Point (one)	\$125.00
Consolidation, (one dimensional)		\$200.00
Consolidation, per load increment (timed)		\$90.00
Corrosivity Tests		Prices on Request
Direct Shear (quick, per point, 3 points minimum)		\$95.00
Expansion Index Test		\$195.00
Laboratory Technician (Sample Preparation)		\$95.00/hr.
Long Hydrometer Analysis (Assumed Sp. Gr.) with 200 wash		\$220.00
Moisture Determination and Unit Weight		\$25.00
Moisture Only		\$20.00
Permeability Tests		Per Quote
R-Value, California State Highway/Set of 3, (no additives)		\$295.00
R-Value, California State Highway/Set of 3, cement, lime or other additives		\$360.00
Sand Equivalent		\$125.00
Minus 200 Wash		\$95.00
Sieve Analysis, Aggregate Base/Subbase		\$140.00
Sieve Analysis, (Oversize Material)		\$205.00
Sieve Analysis with 200 wash		\$115.00
Sieve Analysis without 200 wash		\$85.00
Specific Gravity		\$135.00
Unconfined Compression (untreated)		\$95.00
Unconfined Compression (lime treated material)		\$475.00

CONCRETE, ASPHALT, MASONRY & STEEL TESTING

See Materials Testing Fee Schedule



**Earth Systems
 Pacific**

FEE SCHEDULE – MATERIALS TESTING
 Hollister/Fremont/Salinas, California
 (Effective July 1, 2016)

1514 Moffett Street, Suite G
 Salinas, CA 93905-3340
 Ph: 831-422-8547
 esp@earthsystems.com
 www.earthsystems.com

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$95/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

CONCRETE AGGREGATE

Abrasion, L.A. Rattler (100 & 500 Revolutions)	\$260.00
Absorption, Coarse Aggregate	\$70.00
Absorption, Fine Aggregate	\$110.00
Angularity, Fine Aggregate	\$110.00
Clay Lumps and Friable Particles in Aggregate	\$110.00
Cleanliness Value of Coarse Aggregate	\$135.00
Crushed Particles (each size)	\$115.00
Durability Index, Coarse Aggregate	\$145.00
Durability Index, Fine Aggregate	\$145.00
Flat and Elongated Particles in Aggregate	\$115.00
Laboratory Technician (Sample Preparation)	\$95.00/hr
Organic Impurities in Fine Aggregate	\$85.00
Potential Reactivity of Aggregate by Chemical Method (each size)	Per Quote
Sand Equivalent	\$125.00
Sieve Analysis, washed	\$150.00
Soundness, Sodium Sulfate (5 cycles)	\$345.00
Specific Gravity, Coarse Aggregate	\$90.00
Specific Gravity, Fine Aggregate	\$125.00
Unit Weight of Aggregate	\$85.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders	\$35.00
Compression Test of Cored Samples (including surfacing if necessary)	\$70.00
Compression Test of Shotcrete Samples (including surfacing if necessary)	\$70.00
Concrete/Shotcrete Coring	Per Quote
Compression Test of Lightweight Concrete	\$50.00
Density of Concrete Cylinders (as received; volume from measurements)	\$35.00
Density of Hardened Concrete (volume from measurements)	\$75.00
Flexural Strength, Simple Beam with Third Point Loading	\$100.00
Unit Weight of Lightweight Concrete	\$55.00

MASONRY

Absorption of Block (set of 3)	\$120.00
Compression Test on Block (set of 3)	\$150.00
Compression Test on Grouted Prisms (includes cutting)	\$150.00
Compression Test on Masonry Cores	\$60.00
Compression Test, 2" x 4" Mortar Cylinders	\$35.00
Compression Test, 3" x 3" x 6" Grout Prisms	\$25.00
Moisture Content of Block as received (set of 3)	\$75.00
Shear Test on Masonry Cores (2 faces)	\$95.00
Specific Gravity and Unit Weight of Block (set of 3)	\$90.00



**Earth Systems
 Pacific**

1514 Moffett Street, Suite 6
 San Francisco, CA 94133-8340
 Ph: 415-422-8547
 esg@earthsystems.com
 www.earthsystems.com

EXPANDED FEE SCHEDULE -- MATERIALS TESTING (Continued)

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$45.00
Compaction of Laboratory Samples, California Kneading Compactor (per point)	\$80.00
Compaction of Laboratory Samples, Marshall Method (50 blows per side, per point)	\$80.00
Compaction of Laboratory Samples, Marshall Method (75 blows per side, per point)	\$85.00
Extraction of Oil from A.C. Mixtures	\$230.00
Maximum Density (average of 5 samples)	\$210.00
Moisture Content	\$50.00
Specific Gravity, Theoretical Maximum	\$125.00
Stability and Flow, Marshall Apparatus (per point)	\$75.00
Stability, Hveem Apparatus (average of 3 points, including compaction)	\$325.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not included	\$80.00
Pipe Flattening Test (Sample Preparation Not Included)	\$45.00
Reinforcing Steel Coupler Tensile and Slip Tests	\$240.00
Structural Steel Bend Test (Sample Preparation Not Included)	\$80.00
Structural Steel Tensile Test (Sample Preparation Not Included)	\$80.00
Structural Steel Machining, per sample (per hour)	Cost Plus 20%
Tensile and Bend Tests of Reinforcing Bar, #2 through #9	\$95.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18	Per Quote
Sample Preparation	\$95.00/hr.

Q 12/23/16
AS 12/23/16
Q 12/23/16
AS 12/23/16
Q 12/23/16

HIGH STRENGTH BOLTS

Tensile, Proof Load and Hardness	Cost Plus 20%	10%
Chemical Analysis	Cost Plus 20%	10%

WELDED SPECIMEN TESTS

Face Bend (Sample Preparation Not Included)	\$40.00	
Free Bend (Reinforcing Steel)	\$40.00	
Nick Break (Reinforcing Steel)	\$70.00	
Root Bend (Sample Preparation Not Included)	\$40.00	
Side Bend (Sample Preparation Not Included)	\$40.00	
Tensile, Proof Load and Hardness	Cost Plus 20%	10%

Q 12/23/16
AS 12/23/16

EQUIPMENT CHARGES

DR Meter	\$35.00/hr.	
Rebound Hammer (Schmidt Hammer)	\$25.00/hr.	
Torque/Tension Test Equipment	\$35.00/hr.	
Skidmore Boring Calibration Equipment	\$25.00/hr.	
Dynamic Cone Penetrometer	\$100.00/hr.	
Sample Preparation	\$95.00/hr.	
Concrete and A.C. Coring	Cost Plus 20%	10%
Mobile Laboratory	Per Quote	
Slope Inclinometer Equipment	Per Quote	

Q 12/23/16
AS 12/23/16

**EXHIBIT C – INCORPORATION OF REQUEST FOR QUALIFICATIONS (RFQ) #1701
AND STATEMENT OF QUALIFICATIONS DOCUMENTS**

The County invited submittals to Request for Qualifications (RFQ) through RFQ #1701, to provide on-call geotechnical engineering services for transportation projects located in Monterey County. Earth Systems Pacific submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFQ #1701.

RFQ #1701 and the Statement of Qualifications submitted by Earth Systems Pacific are hereby incorporated into the Agreement by this reference to provide on-call geotechnical engineering services for transportation projects located in Monterey County.

Attachment K

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Monterey County Board of Supervisors

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

Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to:

- a. Approve Amendment No. 2 to Professional Services Agreement No. A-13431, Multi-Year Agreement #3000*2981, with Kleinfelder, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount not-to-exceed \$400,000 with no extension to the term of January 24, 2017 to January 23, 2021, with the option to extend the term for one (1) additional one (1) year period;
- b. Approve Amendment No. 2 to Professional Services Agreement No. A-13432, Multi-Year Agreement #3000*2983, with Moore Twining Associates, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$200,000 for a total amount not-to-exceed \$500,000 with no extension to the term of January 24, 2017 to January 23, 2021, with the option to extend the term for one (1) additional one (1) year period;
- c. Approve Amendment No. 2 to Professional Services Agreement No. A-13435, Multi-Year Agreement #3000*2986, with Professional Service Industries, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$200,000 for a total amount not-to-exceed \$500,000 with no extension to the term of January 24, 2017 to January 23, 2021, with the option to extend the term for one (1) additional one (1) year period; and
- d. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 to each Professional Services Agreement and future amendments to each Agreement where the amendments do not significantly alter the scope of work or increase the approved amount of each Agreement.

PASSED AND ADOPTED on this 21st day of April 2020, by roll call vote:

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

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 21, 2020.

Dated: April 22, 2020

File ID: A 20-070

Agenda Item No.: 43

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

Joel G. Pablo, Deputy

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
MOORE TWINING ASSOCIATES, INC.**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-13432 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Moore Twining 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-13432 with County on February 2, 2017 (hereinafter, "Agreement") to provide on-call geotechnical engineering services (hereinafter, "services") for projects located in Monterey County through January 23, 2020 with an option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed \$300,000; and

WHEREAS, Agreement was amended by the Parties on January 22, 2020 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through January 23, 2021 with no increase in the not to exceed amount; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide services required by County; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$200,000 for a total amount not to exceed \$500,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

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 \$500,000.

2. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
3. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
4. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 05-04-2020

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 2-28-2020

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 3/3/2020

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR*

Moore Twining Associates, Inc.
Contractor's Business Name

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

Its: HARRY D. MOORE, Pres.
(Print Name and Title)

Date: 2/20/2020

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

Its: Ruth E. Moore / Sec.
(Print Name and Title)

Date: 2/20/2020

*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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Attachment L

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**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
MOORE TWINING ASSOCIATES, INC.**

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-13432 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Moore Twining 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-13432 with County on February 2, 2017 (hereinafter, "Agreement") to provide on-call geotechnical engineering services (hereinafter, "services") for projects located in Monterey County through January 23, 2020 with an option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed \$300,000; and

WHEREAS, provisions of the Agreement require an update; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services required by County; and

WHEREAS, the Parties wish to amend the Agreement to update the provisions and extend the term for one (1) additional year to January 23, 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 January 24, 2017 to January 23, 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. 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 Multi-Year Agreement (MYA) number #3000*2983, Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@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@co.monterey.ca.us.

4. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527.
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. 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]
Contracts/Purchasing Officer

Moore Twining Associates, Inc.
Contractor's Business Name

Date: 1/22/2020

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

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

Its: Harvey D. Moore, President
(Print Name and Title)

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: January 12, 2020

Date: 1-16-2020

By: [Signature] SECRETARY
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Ruth E. Moore
(Print Name and Title)

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: Jan. 12, 2020

Date: 1/17/2020

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, 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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Attachment M

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Monterey County Board of Supervisors

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

Board Order

Agreement Nos.: A-13429 through A-13436

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

- a. Approved Professional Service Agreements with the following eight (8) consultants:
Cal Engineering & Geology, Inc. (A-13429); Earth Systems Pacific (A-13430); Kleinfelder, Inc. (A-13431); Moore Twining Associates, Inc. (A-13432); Pacific Crest Engineering, Inc. (A-13433); Parikh Consultants, Inc. (A-13434); Professional Service Industries, Inc. (A-13435); and Twining, Inc. (A-13436); to provide geotechnical engineering on an "on-call" basis for projects located in Monterey County, California under Request for Qualifications (RFQ) #1701, in an amount not to exceed \$300,000 each for a combined total of \$2,400,000, for a period of three (3) years beginning January 24, 2017 to January 23, 2020, with the option to extend each Agreement for two (2) additional one (1) year period(s); and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute said Professional Service Agreements and future amendments to said Agreements where the amendments do not significantly alter the scope of work or change the approved amount of said Agreements.

PASSED AND ADOPTED on this 31st day of January 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 79 for the meeting on January 31, 2017.

Dated: January 31, 2017
File ID: 17-0061

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By *Danise Hancock*
Deputy

**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:
Moore Twining 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 on-call geotechnical engineering services for projects located in Monterey County

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 \$ 300,000.

3. **TERM OF AGREEMENT.** The term of this Agreement is from 1/24/2017 to 01/23/2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A Scope of Services/Payment Provisions
- Exhibit B Federal Provisions CALTRANS Local Assistance Procedures Manual
- Exhibit C Incorporation of Request for Qualifications (RFQ) #1701 and Statement of Qualification Documents

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	Harry Moore, RCE, RGE
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	Moore Twining Associates, Inc. 501 Ortiz Avenue Sand City, CA 93955
Address	Address
(831) 755-8966	(831) 392-1056
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: [Signature]
Purchasing Officer, MBA
Deputy Purchasing Agent
County of Monterey

Date: 2-2-17

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
County Counsel

Date: 1/9/17

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 1/9-17

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Moore Twining Associates, Inc.
Contractor's Business Name*

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

HARRY D. MOORE PRESIDENT
Name and Title
Date: 12-20-2016

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*
RUTH E. MOORE SECRETARY
Name and Title
Date: 12-20-2016

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
Moore Twining 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 work, as set forth below:

CONTRACTOR shall provide on-call geotechnical engineering services for transportation projects in Monterey County. The geotechnical engineering services shall include, but are not limited to the following services and requirements:

Individual projects may include the following work:

Design

Roadway pavement analysis/recommendation/design

1. Earth retaining structure and slope analysis/recommendation/design
2. Structure foundation analysis

Recommendation for foundation design, seismic considerations, liquefaction potential, Acceleration Response Spectra (ARS) curve, etc.

3. Field exploration

Drilling, boring, and laboratory testing of core samples

Provide traffic control (as necessary) to perform exploration

4. Preparation of reports

Foundation reports, pavement evaluations, slope/earth retaining structures evaluations, log of test borings, etc.

Construction Inspection

1. Material testing
2. Portland cement concrete, aggregates, asphalt products, fill material, weld testing/inspection, x-ray, compaction tests

Provide on-site laboratory testing

Support

1. Provide bidding assistance
2. Provide design support during construction

EXHIBIT A- SCOPE OF SERVICES/PAYMENT PROVISIONS

- A.2** CONTRACTOR shall have extensive experience and knowledge of, not limited to, American Society for Testing and Materials (ASTM), California Test Methods (CTM), California Department of Transportation (Caltrans) design standards, Federal Highway Administration (FHWA) programs, and Caltrans Local Assistance Procedures Manual and Program Guidelines (LAPM & LAPG).

CONTRACTOR shall be a licensed Geotechnical Engineer or Certified Engineering Geologist in the State of California.

CONTRACTOR'S project manager shall have a minimum of five (5) years, and knowledge of civil engineering principles and practices and site improvements design requirements.

- A.3** CONTRACTOR shall advocate for the County and ensure the professional services and products of services are in the best interest of the County. The CONTRACTOR shall deliver products on or ahead of required schedule and within proposed budget.

All work shall be performed in conformance with all applicable County, State, and federal laws, including but not limited to County Standards, State Standard Plans & Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and the Americans with Disabilities Act (ADA) of 1990, as may be revised and amended from time to time.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$300,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be in accordance with the following terms:

See Exhibit 10-H of the Cal Trans Local Assistance Procedures Manual included in Exhibit B – Federal Provisions.

Services shall be provided on an on-call basis. The County will contact the CONTRACTOR with regards to an individual project. CONTRACTOR shall then submit a detailed proposal that shall include at minimum assigned CONTRACTOR staff, relevant task, deliverables, schedule, and cost. Cost shall be submitted in a separate sealed envelope.

The exact scope for professional engineering services will be determined prior to a notice to proceed for a specific task and/or project. The County may negotiate

EXHIBIT A- SCOPE OF SERVICES/PAYMENT PROVISIONS

the scope and cost of the proposal prior to issuance of the notice to proceed. The County has the right to reject any submitted proposal.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at https://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

In compliance with RFQ #1701, if the Project for which the CONTRACTOR is ultimately hired for is funded with Federal Highway Administration (FHWA) funds, the CONTRACTOR will be required to comply with Federal provisions. Federal Provisions, Exhibit B, attached hereto, shall be completed separately for each Individual Project by CONTRACTOR and submitted to County for approval prior to County issuing CONTRACTOR with a Notice to Proceed for the Project.

Completion of Federal Provisions, Exhibit B, is not required for projects not utilizing FHWA funds.

**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

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Article I Contact Information

Name: Isabelo Dela Merced
Title: Assistant Engineer
Address: 168 W. Alisal St.
Salinas, CA 93901
Telephone Number: 831-755-4746

Name: Mr. Harry Moore
Title: RCE, RG
Address: 501 Ortiz Ave.
Sand City, CA
Telephone Number: 831-392-1056

Article II Terms

All references to "Contract" herein shall include the County of Monterey Agreement for Professional Services.

Article III Contractor's Reports or Meetings

The selected option shall apply to this contract:

Option 1 – For standard contracts:

- A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

Option 2 – for on-call contracts:

- A. CONTRACTOR shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

MANDATORY FISCAL AND FEDERAL PROVISIONS

Article IV Performance Period (Verbatim)

- A. This contract shall go into effect on (DATE), contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.
- B. CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

**EXHIBIT B – FEDERAL PROVISIONS
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For on-call contracts, paragraph C below applies, in addition to paragraph A & B above.

- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

Article V Allowable Costs and Payments (Verbatim)

The selected option shall apply to this contract:

Exhibit 10-H (example #1, #2, & #3) in fillable format can be downloaded at the following website:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

- Option 1 – Actual Cost-Plus-Fixed Fee (Use Exhibit 10-H Example #1 for Cost Proposal Format)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONTRACTOR'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

**EXHIBIT B – FEDERAL PROVISIONS
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- G. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Resource Management Agency – Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$(Amount).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

Option 2 – Cost per Unit of Work (Use Exhibit 10-H Example #3 for Cost Proposal Format)

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.

The specified rate to be paid for equipment shall be, as listed in Attachment (Insert Attachment Number).

- C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal,

**EXHIBIT B – FEDERAL PROVISIONS
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unless additional reimbursement is provided for, by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event, COUNTY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by COUNTY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "1," shall not be exceeded unless authorized by contract amendment.

- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
-
- E. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- H. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final Invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:
- County of Monterey
Resource Management Agency – Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division
- I. The total amount payable by COUNTY including the fixed fee shall not exceed \$(Amount).
- J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

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For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

K. All subcontracts in excess of \$25,000 shall contain the above provisions.

Option 3 – Specific Rates of Compensation (Use Exhibit 10-H Example #2 for Cost Proposal Format)

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTORs Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

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- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY'S Contract Administrator at the following address:

County of Monterey
Resource Management Agency – Public Works
168 West Alisal Street, 2nd Floor
Salinas, California 93901
Attn: Finance Division

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.
- Option 4 – Lump Sum (Use Exhibit 10-H Example #1 for Cost Proposal Format)
- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work or

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the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.

- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONTRACTOR'S work. Invoices shall be mailed to COUNTY'S Contract Administrator at the following address:

County of Monterey
Resource Management Agency – Public Works
168 West Alisal Street, 2nd Floor
Salinas, California 93901
Attn: Finance Division

- E. The total amount payable by COUNTY shall not exceed \$(Amount).
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VI Termination (Verbatim)

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONTRACTOR with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the

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overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.

- C. The maximum amount for which the Government shall be liable if this contract is terminated is 0 dollars.

Article VII Cost Principles and Administrative Requirements (Verbatim)

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VIII Retention of Records/Audit (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractors, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

Article IX Audit Review Procedures (Verbatim)

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.

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For contracts \$150,000 or greater, paragraph D below applies:

- D. CONTRACTOR and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an Incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

For contracts \$3,500,000 or greater, paragraph E below applies:

- E. CONTRACTOR Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During a Caltrans' review of the ICR audit work papers created by the CONTRACTOR's independent CPA, Caltrans will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:
- a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.

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- c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
3. If the CONTRACTOR fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
4. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO County no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

Article X Subcontracting (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to COUNTY for the acts and omissions of its subcontractor(s) 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 CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from COUNTY'S obligation to make payments to the CONTRACTOR.
- B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by COUNTY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

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- E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subcontractor(s).

Article XI Equipment Purchase (Verbatim)

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

Article XII State Prevailing Wage Rates (Verbatim)

The selected option shall apply to this contract:

- Option 1 – For contract where a portion of the proposed work to be performed are crafts affected by state labor laws.
- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

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- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

Option 2 – For contracts where all of the proposed work is performed by crafts not affected by state labor laws or are not contemplated for use.

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

~~Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.~~

Article XIII Conflict of Interest (Verbatim)

- A. CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

The selected option below applies to this contract:

Option 1 – PS&E contracts

- D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Option 2 – Construction Contract Administration contracts

- D. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- E. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction

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contract. Additionally, CONTRACTOR certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

- F. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this contract shall have provided services on the design of any project included within this contract.

Article XIV Rebates, Kickbacks or other Unlawful Consideration (Verbatim)

CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Article XV Prohibition of Expending County, State, or Federal Funds for Lobbying (Verbatim)

This provision (Article XV) only applies to contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract, this does not apply.

- A. CONTRACTOR certifies to the best of his or her knowledge and belief that:
1. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Article XVI Statement of Compliance

- A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission Implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

For contracts with Federal funding, the following paragraph C & D applies:

- C. The Contractor shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Contractor, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

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Article XVII Debarment and Suspension Certification

- A. CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

MISCELLANEOUS PROVISIONS

Article XVIII Funding Requirements

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

Article XIX Change in Terms

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.

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- C. There shall be no change in CONTRACTOR's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

Article XX Disadvantaged Business Enterprises (DBE) Participation

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Contractors who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
-
- B. The goal for DBE participation for this contract is _____%. Participation by DBE contractor or subcontractors shall be in accordance with information contained in the Contractor Proposal DBE Commitment (Exhibit 10-01), or in the Contractor Contract DBE Information (Exhibit 10-02) attached hereto and incorporated as part of the Contract. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONTRACTOR must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

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- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONTRACTOR or CONTRACTOR's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONTRACTOR when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Administrator.
- K. If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Contract, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

Article XXI Contingent Fee

CONTRACTOR warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Article XXII Disputes

The selected option below applies to this contract:

Option 1 – For contracts without PS&E submittal

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract

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Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONTRACTOR.

- B. Not later than 30 days after completion of all work under the contract, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONTRACTOR from full and timely performance in accordance with the terms of this contract.

~~Option 2 - For contracts requiring PS&E submittal, replace paragraph B above with the following:~~

- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Article XXIII Inspection of Work

CONTRACTOR and any subcontractor shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

Article XXIV Safety

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the travelling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

Paragraph D below applies for contracts requiring trenching of five feet or deeper:

- D. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

**EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

Article XXV Insurance

The selected option below applies to this contract:

Option 1 – For contracts with a scope of services that may require the contractor or subcontractor to work within the operating state or County Highway Right of Way; where there would be exposure to public traffic or construction operations:

- A. Prior to commencement of the work described herein, CONTRACTOR shall furnish COUNTY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONTRACTOR with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to COUNTY.
 - 2. That COUNTY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
 - 3. That COUNTY will not be responsible for any premiums or assessments on the policy.
- C. CONTRACTOR agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONTRACTOR agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

Option 2 – For contracts with a scope of services that will not require the Contractor or subcontractor to work within the operating State or COUNTY Highway Right of Way where there would be exposure to public traffic or construction Contractor operations:

CONTRACTOR is not required to show evidence of general comprehensive liability insurance.

Article XXVI Ownership of Data

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONTRACTOR shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.

**EXHIBIT B – FEDERAL PROVISIONS
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- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONTRACTOR under this contract; further, CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONTRACTOR.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

Article XXVII Claims Filed by County's Construction Contractor

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONTRACTOR's personnel, and additional information or assistance from CONTRACTOR's personnel is required in order to evaluate or defend against such claims; CONTRACTOR agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONTRACTOR's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONTRACTOR's personnel services under this contract.
- C. Services of CONTRACTOR's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

Article XXVIII Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONTRACTOR

**EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

In order to carry out this contract, shall be protected by CONTRACTOR from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
- C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

For PS&E contracts, paragraph F below applies:

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONTRACTOR to any entity other than COUNTY.

Article XXIX National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

Article XXX Evaluation of Contractor

CONTRACTOR's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONTRACTOR for comments. The evaluation together with the comments shall be retained as part of the contract record.

Article XXXI Retention of Funds

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

The selected paragraph below (B, C, or D) applies to this contract:

- B. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractors to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and

**EXHIBIT B – FEDERAL PROVISIONS
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Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

- C. No retainage will be held by the Agency from progress payments due the prime contractor. Any retainage held by the prime contractor or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractor and subcontractors.
- D. The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractor and subcontractors.

Notice to Proposers DBE Information (Exhibit 10-I)

The following will be issued to the short list/pool of qualified firms at the time when the County will request for proposals for specific projects.

The Agency has established a DBE goal for this Contract of _____%

**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

- C. A DBE proposer not proposing as a Joint venture with a non-DBE, will be required to document one or a combination of the following:
1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. ~~The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.~~
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 2. Click on Search for a DBE Firm link;
 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBE'S COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or

**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

equipment required under the Contract and of the general character described by the specifications.

- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL FORMS

The following forms can be viewed and downloaded in fillable format at:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

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EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Moore Twining Associates, Inc. Contract No. _____ Date 10/26/2016

Fringe Benefit 21.00% + Overhead 79.00% + General Administration 33.00% = 133.00% Combined Indirect Cost Rate (ICR)
(= 0% if Included in OH) (= 0% if Included in OH) FEE = 5.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Construction Inspector Group 4-ACL, ISO Erosion/Prep, Trench Tying, Other Inspector	\$ 147.20	\$ 184.31	\$ 221.06	08/01/2016	08/30/2017	\$ 60.17	0.00%	
	\$ 152.22	\$ 189.16	\$ 226.06	07/01/2017	06/30/2019	\$ 62.22	0.00%	
Construction Inspector Group 3-Soft/Highway, Earthwork Grading, Geotechnical Utility	\$ 160.00	\$ 203.32	\$ 246.66	08/01/2016	08/30/2017	\$ 65.40	0.00%	
	\$ 165.01	\$ 208.34	\$ 251.67	07/01/2017	06/30/2019	\$ 67.45	0.00%	
Construction Inspector Group 2-ICG Structural Inspector, AWA-CWI	\$ 175.02	\$ 225.88	\$ 276.89	08/01/2016	08/30/2017	\$ 71.54	0.00%	
	\$ 180.03	\$ 230.87	\$ 281.71	07/01/2017	06/30/2019	\$ 73.59	0.00%	
Construction Inspector Group 1-DSA Memory/Shoreline, ADNT Level II-III	\$ 179.92	\$ 233.20	\$ 286.48	08/01/2016	08/30/2017	\$ 73.54	0.00%	
	\$ 184.93	\$ 238.21	\$ 291.50	07/01/2017	06/30/2019	\$ 75.59	0.00%	
Project Manager/Area Supervisor	\$ 89.61	\$ 89.61	\$ 89.61	08/01/2016	06/30/2019	\$ 38.48	0.00%	38.48-40.86
Project Engineer/Project Geologist	\$ 95.20	\$ 95.20	\$ 95.20	08/01/2019	06/30/2019	\$ 40.86	0.00%	40.86-43.26

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

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EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Sieve Analysis without Wash ASTM C136	\$ 60.00	Each
Sieve Analysis with Wash ASTM C117	\$ 120.00	Each
% Passing #200 Sieve ASTM C117	\$ 60.00	Each
Specific Gravity & Absorption (Coarse) ASTM C127	\$ 120.00	Each
Specific Gravity & Absorption (Fine) ASTM C128	\$ 120.00	Each
Clay Lumps and Friable Particles ASTM C142	\$ 150.00	Each
Cleanness Value CT 229	\$ 120.00	Each
% of Crushed Particles (Fractured Face) ASTM D5821	\$ 130.00	Each
Durability Index CT229	\$ 120.00	Each
LA Rattler Abrasion Testing ASTM C535	\$ 180.00	Each
Organic Impurities ASTM C40	\$ 80.00	Each
Potential Reactivity -Chemical Method ASTM C289	\$ 300.00	Each
Magnesium or Sodium Sulfate Soundness ASTM C88	\$ 300.00	Each
Sand Equivalent ASTM D2419	\$ 90.00	Each
Lightweight Pieces in Concrete Aggregate ASTM C123	\$ 225.00	Each
Stone Proctor ASTM C29	\$ 50.00	Each
Flat & Elongated Particles in Coarse Aggregate ASTM C4791	\$ 120.00	Each
ASPHALT		
Marshall Density- Lab Mix Method ASTM D69296	\$ 240.00	Each
Asphalt Extraction (Ignition Method) ASTM C6307	\$ 150.00	Each
Asphalt Gradation and Extraction ASTM C5444	\$ 120.00	Each
Maximum Theoretical Density/Rice Specific Gravity ASTM D2041	\$ 150.00	Each
Hveem Stability ASTM D5160	\$ 150.00	Each
Marshall Flow and Stability ASTM C6927	\$ 200.00	Each
Bulk Density Testing of Cores ASTM D1188 or ASTM D2726	\$ 40.00	Each
Swell CT 305	\$ 225.00	Each
Moisture Vapor Susceptibility CT307	\$ 150.00	Each
Asphalt Extraction (Solvent Method) ASTM D2172	\$ 200.00	Each
Gradation and Oil Extraction Correction	\$ 500.00	Each
Asphalt Core Thickness ASTM D3549	\$ 20.00	Each
CONCRETE		
Concrete Compressive Strength Tests 6"x12" (Set of 4) ASTM C39	\$ 70.00	Set of 4
Concrete Compressive Strength Test 6"x12" ASTM C39	\$ 20.00	Each
Concrete Compressive Strength Test 6"x12" ASTM C39, held not tested	\$ 10.00	Each
Compressive Strength of Concrete Cores ASTM C42	\$ 50.00	Each
Flexural Strength Beam ASTM C78	\$ 70.00	Each
Splitting Tensile Strength of Cylindrical Concrete ASTM C496	\$ 50.00	Each
Unit Weight of Lightweight Concrete ASTM C567	\$ 25.00	Each

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EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Compressive Strength of Lightweight Concrete ASTM C495	\$ 25.00	Each
Dry Shrinkage of Concrete ASTM C157	\$ 250.00	Each
Gunite/Shotcrete Panels ASTM C1140	\$ 250.00	Each
Preparation of Concrete Specimens by Saw Cutting	\$ 20.00	Each
Concrete Compressive Strength Test 4"x8" (set of 5) ASTM C39	\$ 80.00	Set of 5
Concrete Compressive Strength Test 4"x8" ASTM C39	\$ 20.00	Each
Thickness of Drilled Concrete Core ASTM C174	\$ 50.00	Each
Moisture Transmisslon & pH Test Kits	\$ 50.00	Each
Concrete Cylinder HOLD (Not Tested)	\$ 10.00	Each
Blt Charge	\$ 7.00	Inch
SOILS		
Atterberg Limit/Plasticity Index ASTM D4319	\$ 150.00	Each
Hydrometer Analysis ASTM D422	\$ 120.00	Each
Specific Gravity ASTM D854	\$ 90.00	Each
R-Value ASTM D2844	\$ 200.00	Each
Consolidation ASTM D2435	\$ 300.00	Each
Unconfined Compressive Strength ASTM D2166	\$ 100.00	Each
Direct Shear- Consolidated ASTM D3080	\$ 200.00	Each
Expansion Index of Soils ASTM D4829	\$ 170.00	Each
Moisture Determination of Soil and Rock ASTM D2216	\$ 30.00	Each
Permeability Flexible Wall ASTM D5084	\$ 335.00	Each
pH of Soils	\$ 30.00	Each
Sulphate Content of Soils	\$ 30.00	Each
Chloride Content of Soils	\$ 30.00	Each
Minimum Resistivity CT643	\$ 110.00	Each
CBR, 100% ASTM D1883	\$ 350.00	Each
CBR 95%, 3 point method ASTM D1883	\$ 700.00	Each
Remold Charge	\$ 50.00	Each
Oversized Correction for Moisture Density ASTM D4718	\$ 180.00	Each
Crumb Test ASTM D6572	\$ 50.00	Each
Atterberg Limit (Liquid Limit) ASTM D4318	\$ 75.00	Each
Maximum Density Standard Proctor ASTM D698	\$ 135.00	Each
Maximum Density Modified Proctor 4" Mold ASTM D1557	\$ 170.00	Each
Maximum Density Modified Proctor 6" Mold ASTM D1557	\$ 180.00	Each
Relative Compaction of Soils and Aggregate CT 216	\$ 150.00	Each
Unconfined Compressive Strength of Lime Treated Soils CT 373	\$ 150.00	Each

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Basis of Fees

1. Fees stated in this fee schedule are for Geotechnical Engineering, Construction Inspection and Materials Testing and Drilling provided by Moore Twining Associates, Inc. Analytical Chemistry and Environmental fees are presented separately.
2. The fees listed herein are typical of engineering, inspection, and testing services most frequently provided by Moore Twining Associates, Inc. Fees for other services and special quotations will be provided upon request. Special consideration is given to projects involving protracted periods of time or volume testing. All fees are subject to change without notice.
3. A minimum of four hours per day will be charged for all field services plus travel time to and from job site. Field services over four hours will be charged at four-hour increments thereafter. A cancellation charge of four hours will be billed in the event the client fails to notify our office of a cancellation at least 24 hours prior to the scheduled inspection.
4. Time Schedule: Basis of sampling, observation, drilling, travel, and other fees:

Rate of Charges Period

Regular Time Monday through Friday – eight hours from 8:00 a.m. to 5:00 p.m.

Time and One-Half Monday through Friday – after continuous eight hours and Saturdays

Double Time Work performed beyond 12 hours, Sundays and Holidays

Shift Differential

Regular hourly rate plus 12% for the first eight hours worked;
time in excess of eight hours will be charged at overtime rate

5. Fees reflect per-unit test and only include reporting of laboratory and/or field results not requiring engineering evaluation, recommendations, and/or conclusions.
6. ~~Vehicle mileage, when applicable, is \$0.54 per mile. Drill rig, heavy equipment trucks, and four-wheel drive vehicles are \$1.00 per mile. All vehicle mileage charges (except for drill rigs which is charged from the Fresno, CA office) are from Moore Twining Associates, Inc.'s nearest office.~~
Vehicle Mileage, when applicable, is in accordance with the Monterey County Travel Policy per Section B.1 of Exhibit A
7. ~~Work requiring special equipment, machinery rental, outside consultants, etc., will be charged at cost-plus-15% unless otherwise noted. The cost of replacing equipment that is damaged due to client's request and/or negligence will be assessed.~~
8. Any special rental equipment such as air compressors, generators, cement mixers, etc. can be provided at cost-plus-15%, plus pick-up and delivery charges. Other equipment necessary to meet your project's special needs can be obtained upon request. Clients ordering specialized materials will be billed for the full amount of purchase regardless of utilization of only a portion thereof.
9. Staff billing rates will be imposed for requested research into technical files or records.
10. Certified payroll, \$50 per billing period.
11. ~~The client will be invoiced for all services, equipment, materials, and supplies used on a project. Any invoice under \$100 will be C.O.D. All other invoices are due and payable on the 10th of the next~~

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RFQ 1701 Attachment H
MOORE TWINING ASSOCIATES, INC.

~~ucceeding month following date of charge and are past due thereafter. Past due balances are subject to a finance charge of 1.5% per month (an annual percentage rate [APR] of 18%). All invoice errors or necessary corrections will be brought to the attention of the company within ten days of receipt of the invoice; thereafter, client acknowledges invoices are correct and valid.~~

~~12. The unit rates provided in this fee schedule will be applicable through December 31, 2016.~~

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**EXHIBIT C – INCORPORATION OF REQUEST FOR QUALIFICATIONS (RFQ) #1701
AND STATEMENT OF QUALIFICATIONS DOCUMENTS**

The County invited submittals to Request for Qualifications (RFQ) through RFQ #1701, to provide on-call geotechnical engineering services for transportation projects located in Monterey County. Moore Twining Associates, Inc. submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFQ #1701.

RFQ #1701 and the Statement of Qualifications submitted by Moore Twining Associates, Inc. are hereby incorporated into the Agreement by this reference to provide on-call geotechnical engineering services for transportation projects located in Monterey County.

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Attachment N

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Monterey County Board of Supervisors

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

Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to:

- a. Approve Amendment No. 2 to Professional Services Agreement No. A-13431, Multi-Year Agreement #3000*2981, with Kleinfelder, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$100,000 for a total amount not-to-exceed \$400,000 with no extension to the term of January 24, 2017 to January 23, 2021, with the option to extend the term for one (1) additional one (1) year period;
- b. Approve Amendment No. 2 to Professional Services Agreement No. A-13432, Multi-Year Agreement #3000*2983, with Moore Twining Associates, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$200,000 for a total amount not-to-exceed \$500,000 with no extension to the term of January 24, 2017 to January 23, 2021, with the option to extend the term for one (1) additional one (1) year period;
- c. Approve Amendment No. 2 to Professional Services Agreement No. A-13435, Multi-Year Agreement #3000*2986, with Professional Service Industries, Inc. to continue to provide on-call geotechnical engineering services for projects located in Monterey County, California, Request for Qualifications #1701, to increase the not-to-exceed amount by \$200,000 for a total amount not-to-exceed \$500,000 with no extension to the term of January 24, 2017 to January 23, 2021, with the option to extend the term for one (1) additional one (1) year period; and
- d. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 to each Professional Services Agreement and future amendments to each Agreement where the amendments do not significantly alter the scope of work or increase the approved amount of each Agreement.

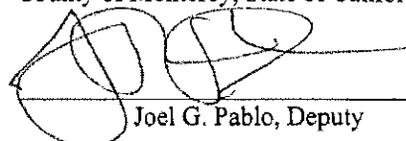
PASSED AND ADOPTED on this 21st day of April 2020, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 21, 2020.

Dated: April 22, 2020
File ID: A 20-070
Agenda Item No.: 43

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


Joel G. Pablo, Deputy

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
PROFESSIONAL SERVICE INDUSTRIES, INC.**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-13435 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Professional Service Industries, 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-13435 with County on February 2, 2017 (hereinafter, "Agreement") to provide on-call geotechnical engineering services (hereinafter, "services") for projects located in Monterey County through January 23, 2020 with an option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed \$300,000; and

WHEREAS, Agreement was amended by the Parties on January 27, 2020 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through January 23, 2021 with no increase in the not to exceed amount; and

WHEREAS, County has a continued need for services; and

WHEREAS, and funding is necessary to allow CONTRACTOR to continue to provide services required by County; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$200,000 for a total amount not to exceed \$500,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

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 \$500,000.
2. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
3. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
4. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

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: [Signature]
Contracts/Purchasing Officer

Professional Service Industries, Inc.
Contractor's Business Name

Date: 0504-2020

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

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

Its: Robert White - Regional Vice President
(Print Name and Title)

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 2-24-20

Date: 2-28-2020

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

Approved as to Fiscal Provisions

Its: PHILLIP DANIELS, ASST. SEC
(Print Name and Title)

By: [Signature]
Auditor/Controller

Date: 2-25-20

Date: 3/3/2020

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, 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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Attachment O

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**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
PROFESSIONAL SERVICE INDUSTRIES, INC.**

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-13435 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Professional Service Industries, 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-13435 with County on February 2, 2017 (hereinafter, "Agreement") to provide on-call geotechnical engineering services (hereinafter, "services") for projects located in Monterey County through January 23, 2020 with an option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed \$300,000; and

WHEREAS, provisions of the Agreement require an update; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services required by County; and

WHEREAS, the Parties wish to amend the Agreement to update the provisions and extend the term for one (1) additional year to January 23, 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 January 24, 2017 to January 23, 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. 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 Multi-Year Agreement (MYA) number #3000*2986, Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@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@co.monterey.ca.us.

4. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527.
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. 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: *Diana Wip*
Contracts/Purchasing Officer

Professional Service Industries, Inc.
Contractor's Business Name

Date: 27 Jan 2020

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

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

Its: Robert White Regional Vice President
(Print Name and Title)

By: *Mary Grace Perry*
Mary Grace Perry
Deputy County Counsel

Date: 1-10-20

Date: 1-23-2020

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

Approved as to Fiscal Provisions

Its: PHILLIP DANIELS, ASST. SEC
(Print Name and Title)

By: *[Signature]*
Auditor/Controller

Date: 1-15-20

Date: 1/23/2020

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: *Mary Grace Perry*

Name: Mary Grace Perry

Title: Deputy County Counsel

Date: 1-23-2020

*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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Attachment P

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Monterey County Board of Supervisors

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

Board Order

Agreement Nos.: A-13429 through A-13436

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

- a. Approved Professional Service Agreements with the following eight (8) consultants: Cal Engineering & Geology, Inc. (A-13429); Earth Systems Pacific (A-13430); Kleinfelder, Inc. (A-13431); Moore Twining Associates, Inc. (A-13432); Pacific Crest Engineering, Inc. (A-13433); Parikh Consultants, Inc. (A-13434); Professional Service Industries, Inc. (A-13435); and Twining, Inc. (A-13436); to provide geotechnical engineering on an "on-call" basis for projects located in Monterey County, California under Request for Qualifications (RFQ) #1701, in an amount not to exceed \$300,000 each for a combined total of \$2,400,000, for a period of three (3) years beginning January 24, 2017 to January 23, 2020, with the option to extend each Agreement for two (2) additional one (1) year period(s); and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute said Professional Service Agreements and future amendments to said Agreements where the amendments do not significantly alter the scope of work or change the approved amount of said Agreements.

PASSED AND ADOPTED on this 31st day of January 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 79 for the meeting on January 31, 2017.

Dated: January 31, 2017
File ID: 17-0061

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By *Danise Hancock*
Deputy

**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:
Professional Service Industries, 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 on-call geotechnical engineering services for projects located in Monterey County

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 \$300,000.

3. **TERM OF AGREEMENT.** The term of this Agreement is from 1/24/2017 to 1/23/2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A Scope of Services/Payment Provisions
- Exhibit B Federal Provisions CALTRANS Local Assistance Procedures Manual
- Exhibit C Incorporation of Request for Qualifications (RFQ) #1701 and Statement of Qualification Documents

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	Frank R. Poss, Department Manager
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	Professional Service Industries, Inc. 4703 Tidewater Avenue, Suite B Oakland, CA 94601
Address	Address
(831) 755-8966	(510) 434-9200
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

By: [Signature]
Purchasing Officer
Deborah Jewelling, MBA
Deputy Purchasing Agent
County of Monterey

Date: 2-2-17

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form:
By: [Signature]
County Counsel

Date: 1-3-17

Approved as to Fiscal Provisions²
By: [Signature]
Auditor/Controller

Date: 1-29-17

Approved as to Liability Provisions³
By: _____
Risk Management

Date: _____

CONTRACTOR

Professional Service Industries, Inc.
Contractor's Business Name*

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

Robert White, Vice President
Name and Title

Date: December 19, 2016

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

PHILLIP DANIELS, ASST. Sec
Name and Title

Date: 12-19-16

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.

¹ A approval by County Counsel is required for all Professional Service Agreements over \$100,000

² Approval by Auditor/Controller is required for all Professional Service Agreements

³ Approval by Risk Management is required only if changes are made in paragraph 8 or 9

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

COUNTY OF MONTEREY

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Professional Service Industries, Inc.
Contractor's Business Name*

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

Robert White, Vice President
Name and Title

Date: December 19, 2016

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

Name and Title

Date: _____

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.

¹A approval by County Counsel is required for all Professional Service Agreements over \$100,000

² Approval by Auditor/Controller is required for all Professional Service Agreements

³ Approval 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
Professional Service Industries, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall provide on-call geotechnical engineering services for transportation projects in Monterey County. The geotechnical engineering services shall include, but are not limited to the following services and requirements:

Individual projects may include the following work:

Design

Roadway pavement analysis/recommendation/design

1. Earth retaining structure and slope analysis/recommendation/design
2. Structure foundation analysis

Recommendation for foundation design, seismic considerations, liquefaction potential, Acceleration Response Spectra (ARS) curve, etc.

3. Field exploration

Drilling, boring, and laboratory testing of core samples

Provide traffic control (as necessary) to perform exploration

4. Preparation of reports

Foundation reports, pavement evaluations, slope/earth retaining structures evaluations, log of test borings, etc.

Construction Inspection

1. Material testing
2. Portland cement concrete, aggregates, asphalt products, fill material, weld testing/inspection, x-ray, compaction tests

Provide on-site laboratory testing

Support

1. Provide bidding assistance
2. Provide design support during construction

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- A.2 CONTRACTOR shall have extensive experience and knowledge of, not limited to, American Society for Testing and Materials (ASTM), California Test Methods (CTM), California Department of Transportation (Caltrans) design standards, Federal Highway Administration (FHWA) programs, and Caltrans Local Assistance Procedures Manual and Program Guidelines (LAPM & LAPG).

CONTRACTOR shall be a licensed Geotechnical Engineer or Certified Engineering Geologist in the State of California.

CONTRACTOR'S project manager shall have a minimum of five (5) years, and knowledge of civil engineering principles and practices and site improvements design requirements.

- A.3 CONTRACTOR shall advocate for the County and ensure the professional services and products of services are in the best interest of the County. The CONTRACTOR shall deliver products on or ahead of required schedule and within proposed budget.

All work shall be performed in conformance with all applicable County, State, and federal laws, including but not limited to County Standards, State Standard Plans & Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and the Americans with Disabilities Act (ADA) of 1990, as may be revised and amended from time to time.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$300,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be in accordance with the following terms:

See Exhibit 10-H of the Cal Trans Local Assistance Procedures Manual included in Exhibit B – Federal Provisions.

Services shall be provided on an on-call basis. The County will contact the CONTRACTOR with regards to an individual project. CONTRACTOR shall then submit a detailed proposal that shall include at minimum assigned CONTRACTOR staff, relevant task, deliverables, schedule, and cost. Cost shall be submitted in a separate sealed envelope.

The exact scope for professional engineering services will be determined prior to a notice to proceed for a specific task and/or project. The County may negotiate

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

the scope and cost of the proposal prior to issuance of the notice to proceed. The County has the right to reject any submitted proposal.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at https://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

In compliance with RFQ #1701, if the Project for which the CONTRACTOR is ultimately hired for is funded with Federal Highway Administration (FHWA) funds, the CONTRACTOR will be required to comply with Federal provisions. Federal Provisions, Exhibit B, attached hereto, shall be completed separately for each individual Project by CONTRACTOR and submitted to County for approval prior to County issuing CONTRACTOR with a Notice to Proceed for the Project.

Completion of Federal Provisions, Exhibit B, is not required for projects not utilizing FHWA funds.

**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

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**EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

Article I Contact Information

Name: Isabelo Dela Merced
Title: Assistant Engineer
Address: 168 W. Allsal St.
Salinas, CA 93901
Telephone Number: 831-755-4746

Name: Frank R. Poss
Title: Department Manager
Address: 4073 Tidewater Ave, Suite B
Oakland, CA 94601
Telephone Number: 510-434-9200

Article II Terms

All references to "Contract" herein shall include the County of Monterey Agreement for Professional Services.

Article III Contractor's Reports or Meetings

The selected option shall apply to this contract:

Option 1 – For standard contracts:

- A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

Option 2 – for on-call contracts:

- A. CONTRACTOR shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

MANDATORY FISCAL AND FEDERAL PROVISIONS

Article IV Performance Period (Verbatim)

- A. This contract shall go into effect on (DATE), contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.
- B. CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

**EXHIBIT B – FEDERAL PROVISIONS
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For on-call contracts, paragraph C below applies, in addition to paragraph A & B above.

- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

Article V Allowable Costs and Payments (Verbatim)

The selected option shall apply to this contract:

Exhibit 10-H (example #1, #2, & #3) in fillable format can be downloaded at the following website:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

- Option 1 – Actual Cost-Plus-Fixed Fee (Use Exhibit 10-H Example #1 for Cost Proposal Format)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONTRACTOR'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Resource Management Agency – Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$(Amount).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

Option 2 – Cost per Unit of Work (Use Exhibit 10-H Example #3 for Cost Proposal Format)

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.

The specified rate to be paid for equipment shall be, as listed in Attachment (Insert Attachment Number).

- C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and

EXHIBIT B - FEDERAL PROVISIONS
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other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event, COUNTY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by COUNTY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.

- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- H. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Resource Management Agency - Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- I. The total amount payable by COUNTY including the fixed fee shall not exceed \$(Amount).

**EXHIBIT B – FEDERAL PROVISIONS
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- J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- K. All subcontracts in excess of \$25,000 shall contain the above provisions.

Option 3 – Specific Rates of Compensation (Use Exhibit 10-H Example #2 for Cost Proposal Format)

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

EXHIBIT B - FEDERAL PROVISIONS
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- I. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY'S Contract Administrator at the following address:
- County of Monterey
Resource Management Agency - Public Works
168 West Alisal Street, 2nd Floor
Salinas, California 93901
Attn: Finance Division
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

**EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

Option 4 – Lump Sum (Use Exhibit 10-H Example #1 for Cost Proposal Format)

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR, if CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONTRACTOR'S work. Invoices shall be mailed to COUNTY'S Contract Administrator at the following address:

County of Monterey
Resource Management Agency – Public Works
168 West Alisal Street, 2nd Floor
Salinas, California 93901
Attn: Finance Division

- E. The total amount payable by COUNTY shall not exceed \$(Amount).
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VI Termination (Verbatim)

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONTRACTOR with the reasons for termination stated in the notice.

EXHIBIT B - FEDERAL PROVISIONS
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- B. COUNTY may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.
- C. The maximum amount for which the Government shall be liable if this contract is terminated is 0 dollars.

Article VII Cost Principles and Administrative Requirements (Verbatim)

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VIII Retention of Records/Audit (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractors, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

Article IX Audit Review Procedures (Verbatim)

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.

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- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.

For contracts \$150,000 or greater, paragraph D below applies:

- D. CONTRACTOR and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

For contracts \$3,500,000 or greater, paragraph E below applies:

- E. CONTRACTOR Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
 - 1. During a Caltrans' review of the ICR audit work papers created by the CONTRACTOR's independent CPA, Caltrans will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at a provisional ICR until a FAR compliant ICR (e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and

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Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:

- a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONTRACTOR to submit a revised Independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONTRACTOR's and/or the Independent CPA's revisions.
 3. If the CONTRACTOR fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
 4. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO County no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

Article X Subcontracting (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to COUNTY for the acts and omissions of its subcontractor(s) 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 CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from COUNTY'S obligation to make payments to the CONTRACTOR.
- B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted

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without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by COUNTY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subcontractor(s).

Article XI Equipment Purchase (Verbatim)

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

Article XII State Prevailing Wage Rates (Verbatim)

The selected option shall apply to this contract:

- Option 1 – For contract where a portion of the proposed work to be performed are crafts affected by state labor laws.

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- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

Option 2 – For contracts where all of the proposed work is performed by crafts not affected by state labor laws or are not contemplated for use.

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

Article XIII Conflict of Interest (Verbatim)

- A. CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

The selected option below applies to this contract:

Option 1 – PS&E contracts

- D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Option 2 – Construction Contract Administration contracts

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- D. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- E. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- F. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this contract shall have provided services on the design of any project included within this contract.

Article XIV Rebates, Kickbacks or other Unlawful Consideration (Verbatim)

CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Article XV Prohibition of Expending County, State, or Federal Funds for Lobbying (Verbatim)

This provision (Article XV) only applies to contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract, this does not apply.

- A. CONTRACTOR certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Article XVI Statement of Compliance

- A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

For contracts with Federal funding, the following paragraph C & D applies:

- C. The Contractor shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation - Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Contractor, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race,

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color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Article XVII Debarment and Suspension Certification

- A. CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

MISCELLANEOUS PROVISIONS

Article XVIII Funding Requirements

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

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Article XIX Change in Terms

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONTRACTOR's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

Article XX Disadvantaged Business Enterprises (DBE) Participation

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Contractors who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is _____%. Participation by DBE contractor or subcontractors shall be in accordance with information contained in the Contractor Proposal DBE Commitment (Exhibit 10-O1), or in the Contractor Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONTRACTOR must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

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- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONTRACTOR or CONTRACTOR's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONTRACTOR when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Administrator.
- K. If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Contract, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

Article XXI Contingent Fee

CONTRACTOR warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Article XXII Disputes

The selected option below applies to this contract:

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Option 1 – For contracts without PS&E submittal

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONTRACTOR.
- B. Not later than 30 days after completion of all work under the contract, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONTRACTOR from full and timely performance in accordance with the terms of this contract.

Option 2 – For contracts requiring PS&E submittal, replace paragraph B above with the following:

- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Article XXIII Inspection of Work

CONTRACTOR and any subcontractor shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

Article XXIV Safety

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

Paragraph D below applies for contracts requiring trenching of five feet or deeper:

- D. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices,

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work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

Article XXV Insurance

The selected option below applies to this contract:

Option 1 – For contracts with a scope of services that may require the contractor or subcontractor to work within the operating state or County Highway Right of Way; where there would be exposure to public traffic or construction operations:

- A. Prior to commencement of the work described herein, CONTRACTOR shall furnish COUNTY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONTRACTOR with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to COUNTY.
 - 2. That COUNTY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
 - 3. That COUNTY will not be responsible for any preliums or assessments on the policy.
- C. CONTRACTOR agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONTRACTOR agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

Option 2 – For contracts with a scope of services that will not require the Contractor or subcontractor to work within the operating State or COUNTY Highway Right of Way where there would be exposure to public traffic or construction Contractor operations:

CONTRACTOR is not required to show evidence of general comprehensive liability insurance.

Article XXVI Ownership of Data

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONTRACTOR shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.

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- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONTRACTOR under this contract; further, CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONTRACTOR.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

Article XXVII Claims Filed by County's Construction Contractor

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONTRACTOR's personnel, and additional information or assistance from CONTRACTOR's personnel is required in order to evaluate or defend against such claims; CONTRACTOR agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONTRACTOR's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONTRACTOR's personnel services under this contract.
- C. Services of CONTRACTOR's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

Article XXVIII Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONTRACTOR

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CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

In order to carry out this contract, shall be protected by CONTRACTOR from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
- C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

For PS&E contracts, paragraph F below applies:

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONTRACTOR to any entity other than COUNTY.

Article XXIX National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

Article XXX Evaluation of Contractor

CONTRACTOR's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONTRACTOR for comments. The evaluation together with the comments shall be retained as part of the contract record.

Article XXXI Retention of Funds

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

The selected paragraph below (B, C, or D) applies to this contract:

- B. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractors to the penalties,

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sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

- C. No retainage will be held by the Agency from progress payments due the prime contractor. Any retainage held by the prime contractor or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractor and subcontractors.
- D. The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractor and subcontractors.

Notice to Proposers DBE Information (Exhibit 10-1)

The following will be issued to the short list/pool of qualified firms at the time when the County will request for proposals for specific projects.

The Agency has established a DBE goal for this Contract of _____%

**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-01 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-02 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

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- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBE'S COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS

**EXHIBIT B – FEDERAL PROVISIONS
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- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL FORMS

The following forms can be viewed and downloaded in fillable format at:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

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Local Assistance Procedures Manual

EXHIBIT 10-H
Sample Cost Proposal

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXHIBIT #2) Page 1 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

CLASSIFICATION OF CONSULTANT
Consultant or Subconsultant

Professional Service Industries

Contract No.

Date 11/2/2016

Fringe Benefit 0.00% + Overhead 277.00% + General Administration 0.00% = 277.00% Combined Indirect Cost Rate (ICR)
(= 0% if included in OH) (= 0% if included in OH)

FEE = 20.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% of \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Chief Engineer	\$ 175.00	\$ 262.50	\$ 350.00	1/01/2017	12/31/2017		0.00%	40-42
	\$ 190.25	\$ 279.38	\$ 369.17	1/01/2018	12/31/2018		8.00%	40-40
	\$ 195.65	\$ 279.48	\$ 371.32	1/01/2019	12/31/2019		2.00%	40-40
Senior Professional	\$ 108.00	\$ 162.00	\$ 216.00	1/01/2017	12/31/2017		0.00%	47-47
	\$ 158.70	\$ 238.05	\$ 317.40	1/01/2018	12/31/2018		4.00%	47-47
	\$ 201.87	\$ 302.81	\$ 403.74	1/01/2019	12/31/2019		2.00%	47-47
Expert Witness	\$ 350.00	\$ 525.00	\$ 700.00	1/01/2017	12/31/2017		0.00%	55-115
	\$ 360.80	\$ 541.20	\$ 721.60	1/01/2018	12/31/2018		3.00%	55-115
	\$ 371.32	\$ 556.98	\$ 742.63	1/01/2019	12/31/2019		3.00%	55-115
Project Engineer	\$ 125.00	\$ 187.50	\$ 250.00	1/01/2017	12/31/2017		0.00%	27-47
	\$ 128.74	\$ 193.11	\$ 257.48	1/01/2018	12/31/2018		3.00%	27-47
	\$ 162.91	\$ 244.37	\$ 325.82	1/01/2019	12/31/2019		0.00%	27-47
Senior Staff	\$ 100.00	\$ 150.00	\$ 200.00	1/01/2017	12/31/2017		0.00%	20-40
	\$ 103.00	\$ 154.50	\$ 206.00	1/01/2018	12/31/2018		3.00%	20-40
	\$ 105.10	\$ 157.65	\$ 210.20	1/01/2019	12/31/2019		2.00%	20-40
						0.00%	0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisk (*)
- For "Other Direct Cost" Rating, see page 2 of this Exhibit

[Signature]
12/19/16

[Signature]
12/19/16

EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-H
Sample Cost Proposal

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: Professional Services Industries Contract No. Date 11/2/2016

fringe benefit 0.00% + Overhead 277.00% + General Administration 0.00% = 277.00% Combined Indirect Cost Rate (ICR)
(= 0% if included in O&M) (= 0% if included in O&M)

FEE = 20.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% of \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Chief Engineer	\$ 175.00	\$ 262.50	\$ 350.00	7/1/2017	12/31/2017		0.00%	40-60
	\$ 136.29	\$ 204.44	\$ 272.59	10/1/2016	12/31/2016		3.00%	40-60
	\$ 155.95	\$ 233.93	\$ 311.91	9/1/2016	12/31/2016		3.00%	40-60
Senior Professional	\$ 194.00	\$ 291.00	\$ 388.00	1/1/2017	12/31/2017		0.00%	47-67
	\$ 186.70	\$ 280.05	\$ 373.40	7/1/2016	12/31/2016		3.00%	47-67
	\$ 204.57	\$ 306.86	\$ 409.14	12/1/2015	10/31/2015		3.00%	47-67
Expert Witness	\$ 280.00	\$ 420.00	\$ 560.00	12/31/2017	12/31/2017		0.00%	95-115
	\$ 290.50	\$ 435.75	\$ 581.00	1/1/2016	12/31/2016		3.00%	95-115
	\$ 371.62	\$ 557.43	\$ 743.24	1/1/2015	10/31/2015		3.00%	95-115
Project Engineer	\$ 125.00	\$ 187.50	\$ 250.00	1/1/2017	12/31/2017		3.00%	27-47
	\$ 123.75	\$ 185.63	\$ 247.50	1/1/2016	12/31/2016		3.00%	27-47
	\$ 152.81	\$ 229.22	\$ 305.63	1/1/2015	10/31/2015		3.00%	27-47
Senior Staff	\$ 100.00	\$ 150.00	\$ 200.00	1/1/2017	12/31/2017		3.00%	20-40
	\$ 103.00	\$ 154.50	\$ 206.00	1/1/2016	12/31/2016		3.00%	20-40
	\$ 105.10	\$ 157.65	\$ 210.20	1/1/2015	10/31/2015		3.00%	20-40
						0.00%	0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisk (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

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EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-H
Sample Cost Proposal

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: Professional Services Industries Contract No. _____ Date: 11/2/2016

Fringe Benefit 0.00% + Overhead 277.00% + General Administration 0.00% = 277.00% Combined Indirect Cost Rate (ICR)
(= 0% if Included in O&M) (= 0% if Included in O&M)

FEE = 20.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ⁴			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ Increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Staff	\$ 97.00	\$ 145.50	\$ 194.00	1/01/2017	12/31/2017		0.00%	19-38
	\$ 97.00	\$ 145.50	\$ 194.00	1/01/2018	12/31/2018		0.00%	19-38
	\$ 97.00	\$ 145.50	\$ 194.00	1/01/2019	12/31/2019		0.00%	19-38
Soils Technician	\$ 80.00	\$ 120.00	\$ 160.00	1/01/2017	12/31/2017		0.00%	14-24
	\$ 80.00	\$ 120.00	\$ 160.00	1/01/2018	12/31/2018		0.00%	14-24
	\$ 80.00	\$ 120.00	\$ 160.00	1/01/2019	12/31/2019		0.00%	14-24
Epoxy Anchor/ Dowel Inspection	\$ 84.00	\$ 126.00	\$ 168.00	1/01/2017	12/31/2017		0.00%	14-24
	\$ 84.00	\$ 126.00	\$ 168.00	1/01/2018	12/31/2018		0.00%	14-24
	\$ 84.00	\$ 126.00	\$ 168.00	1/01/2019	12/31/2019		0.00%	14-24
Senior Soils Technician	\$ 80.00	\$ 120.00	\$ 160.00	1/01/2017	12/31/2017		0.00%	14-24
	\$ 80.00	\$ 120.00	\$ 160.00	1/01/2018	12/31/2018		0.00%	14-24
	\$ 80.00	\$ 120.00	\$ 160.00	1/01/2019	12/31/2019		0.00%	14-24
Concrete Technician	\$ 80.00	\$ 120.00	\$ 160.00	1/01/2017	12/31/2017		0.00%	14-24
	\$ 80.00	\$ 120.00	\$ 160.00	1/01/2018	12/31/2018		0.00%	14-24
	\$ 80.00	\$ 120.00	\$ 160.00	1/01/2019	12/31/2019		0.00%	14-24

- Names and classifications of consultant (key staff team members must be listed). Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisk (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Handwritten signatures and dates:
12/14/16
12/14/16

EXHIBIT B - FEDERAL PROVISIONS
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EXHIBIT 10-H
Sample Cost Proposal

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: Professional Service Industries Contract No. _____ Date 11/2/2016

Fringe Benefit 0.00% + Overhead 277.00% + General Administration 0.00% = 277.00% Combined Indirect Cost Rate (ICR)
(= 0% if Included in OH) (= 0% if Included in OH)
FEE = 20.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% of \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Staff	\$ 85.00	\$ 142.50	\$ 190.00	1/01/2017	12/31/2017		0.00%	18-20
	\$ 97.89	\$ 160.78	\$ 208.70	01/01/2018	12/31/2018		3.00%	18-20
	\$ 100.70	\$ 164.18	\$ 211.67	1/01/2019	12/31/2019		3.00%	18-20
Soils Technician	\$ 95.00	\$ 120.00	\$ 180.00	1/01/2017	12/31/2017		0.00%	14-24
	\$ 82.40	\$ 123.60	\$ 184.80	1/01/2018	12/31/2018		3.00%	14-24
	\$ 84.87	\$ 127.91	\$ 189.24	1/01/2019	12/31/2019		3.00%	14-24
Epoxy Anchor/ Dowel Inspection	\$ 85.00	\$ 120.00	\$ 160.00	1/01/2017	12/31/2017		0.00%	14-24
	\$ 82.40	\$ 123.60	\$ 164.80	1/01/2018	12/31/2018		3.00%	14-24
	\$ 84.87	\$ 127.91	\$ 169.74	1/01/2019	12/31/2019		3.00%	14-24
Senior Soils Technician	\$ 85.00	\$ 120.00	\$ 160.00	1/01/2017	12/31/2017		3.00%	14-24
	\$ 82.40	\$ 123.60	\$ 164.80	1/01/2018	12/31/2018		3.00%	14-24
	\$ 84.87	\$ 127.91	\$ 169.74	1/01/2019	12/31/2019		3.00%	14-24
Concrete Technician	\$ 80.00	\$ 120.00	\$ 160.00	1/01/2017	12/31/2017		3.00%	14-24
	\$ 82.40	\$ 123.60	\$ 164.80	1/01/2018	12/31/2018		3.00%	14-24
	\$ 84.87	\$ 127.91	\$ 169.74	1/01/2019	12/31/2019		3.00%	14-24
							0.00%	
							3.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For union employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisk (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

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EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

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EXHIBIT 10-B
Sample Cost Proposal

EXHIBIT 10-B SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
STANDARD RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

NAME OF CONSULTANT OR SUBCONSULTANT

Professional Services Industries

Contract No.

Date 11/2/2016

Fringe Benefit 0.00% + Overhead 277.00% + General Administration 6.00% = 277.00% Combined Indirect Cost Rate (ICR)
(= 0% if included in O&A) (= 0% if included in O&A)

FEE = 20.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Asphalt Paving Technician	\$ 30.00	\$ 125.00	\$ 100.00	06/1/2017	12/31/2017		0.00%	14-24
	\$ 42.40	\$ 180.00	\$ 154.30	01/1/2018	12/31/2018		3.00%	14-24
	\$ 44.97	\$ 187.31	\$ 159.74	01/1/2019	12/31/2019		5.00%	14-24
Shotcrete Inspector (ACI)	\$ 89.00	\$ 127.50	\$ 170.00	01/1/2017	12/31/2017		0.00%	16-35
	\$ 97.55	\$ 131.33	\$ 174.10	01/1/2018	12/31/2018		9.00%	16-35
	\$ 99.18	\$ 135.28	\$ 178.25	01/1/2019	12/31/2019		1.00%	16-35
Concrete Inspector (ICC)	\$ 85.00	\$ 127.50	\$ 170.00	01/1/2017	12/31/2017		0.00%	16-35
	\$ 97.95	\$ 131.03	\$ 174.10	01/1/2018	12/31/2018		15.00%	16-35
	\$ 99.18	\$ 135.28	\$ 178.25	01/1/2019	12/31/2019		0.00%	16-35
Prestressed Concrete Inspector (ICC)	\$ 85.00	\$ 127.50	\$ 170.00	01/1/2017	12/31/2017		0.00%	16-35
	\$ 97.95	\$ 131.03	\$ 174.10	01/1/2018	12/31/2018		15.00%	16-35
	\$ 99.18	\$ 135.28	\$ 178.25	01/1/2019	12/31/2019		0.00%	16-35
Masonry Inspector (ICC)	\$ 85.00	\$ 127.50	\$ 170.00	01/1/2017	12/31/2017		0.00%	16-35
	\$ 97.95	\$ 131.03	\$ 174.10	01/1/2018	12/31/2018		15.00%	16-35
	\$ 99.18	\$ 135.28	\$ 178.25	01/1/2019	12/31/2019		0.00%	16-35

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for primes and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denoted employee subject to prevailing wage with an asterisk (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

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EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LEGAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-H
Sample Cost Proposal

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
SURVING RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant

Professional Service Industries

Contract No.

Date 11/2/2016

Fringe Benefit 0.00% + Overhead 277.00% + General Administration 0.00% = 277.00% Combined Indirect Cost Rate (ICR)
(= 0% if included in O&M) (= 0% if included in O&M)

FEE = 20.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Asphalt Paving Technician	\$ 80.00	\$ 120.00	\$ 160.00	1/01/2017	12/31/2017		0.00%	14-24
	\$ 92.40	\$ 138.60	\$ 184.80	1/01/2018	12/31/2018		0.00%	14-24
	\$ 84.27	\$ 126.41	\$ 168.54	1/01/2019	12/31/2019		0.00%	14-24
Shotcrete Inspector (ACI)	\$ 88.00	\$ 132.00	\$ 176.00	1/01/2017	12/31/2017		0.00%	15-30
	\$ 97.85	\$ 146.78	\$ 195.70	1/01/2018	12/31/2018		0.00%	15-30
	\$ 90.10	\$ 135.15	\$ 180.20	1/01/2019	12/31/2019		0.00%	15-30
Concrete Inspector (ICC)	\$ 66.00	\$ 99.00	\$ 132.00	1/01/2017	12/31/2017		0.00%	15-30
	\$ 77.59	\$ 116.39	\$ 155.19	1/01/2018	12/31/2018		0.00%	15-30
	\$ 60.18	\$ 90.27	\$ 120.36	1/01/2019	12/31/2019		0.00%	15-30
Prestressed Concrete Inspector (ICC)	\$ 66.00	\$ 99.00	\$ 132.00	1/01/2017	12/31/2017		0.00%	15-30
	\$ 77.64	\$ 116.46	\$ 155.28	1/01/2018	12/31/2018		0.00%	15-30
	\$ 60.15	\$ 90.23	\$ 120.31	1/01/2019	12/31/2019		0.00%	15-30
Masonry Inspector (ICC)	\$ 88.00	\$ 132.00	\$ 176.00	1/01/2017	12/31/2017		0.00%	15-30
	\$ 97.85	\$ 146.78	\$ 195.70	1/01/2018	12/31/2018		0.00%	15-30
	\$ 90.10	\$ 135.15	\$ 180.20	1/01/2019	12/31/2019		0.00%	15-30
						0.00%	0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisk (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

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EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-H
Sample Cost Proposal

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION, ENGINEERING AND INSPECTOR CONTRACTS)

Consultant or Subconsultant

Professional Services Industries

Contract No.

Date 11/2/2016

Fringe Benefit 0.00% + Overhead 277.00% * General Administration 0.00% = 277.00% Combined Indirect Cost Rate (ICR)
(= 0% if included in O/H) (= 0% if included in O/H)

FEE = 20.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ Increase	Hourly ranges - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Structural Steel Inspector (ICC)	\$ 66.00	\$ 127.50	\$ 170.00	1/31/2017	3/29/2017		0.00%	15-35
	\$ 67.50	\$ 131.25	\$ 175.00	1/31/2018	12/31/2018		2.00%	16-36
	\$ 69.15	\$ 136.28	\$ 181.65	1/31/2019	12/31/2019		2.00%	16-36
Certified Welding Inspector (ICC)	\$ 60.00	\$ 135.00	\$ 180.00	1/31/2017	12/31/2017		0.00%	17-37
	\$ 62.70	\$ 140.00	\$ 186.60	1/31/2018	12/31/2018		3.00%	17-37
	\$ 65.45	\$ 143.22	\$ 190.98	1/31/2019	12/31/2019		3.00%	17-37
Fireproofing Inspector (ICC)	\$ 60.00	\$ 135.00	\$ 180.00	1/31/2017	12/31/2017		0.00%	17-37
	\$ 62.70	\$ 140.00	\$ 186.60	1/31/2018	12/31/2018		2.00%	17-37
	\$ 65.45	\$ 143.22	\$ 190.98	1/31/2019	12/31/2019		3.00%	17-37
Electrical/Mechanical Inspector	\$ 63.00	\$ 135.00	\$ 180.00	1/31/2017	12/31/2017		0.00%	17-37
	\$ 65.70	\$ 140.00	\$ 186.60	1/31/2018	12/31/2018		3.00%	17-37
	\$ 68.45	\$ 143.22	\$ 190.98	1/31/2019	12/31/2019		3.00%	17-37
OSHPD/DSA Inspector	\$ 110.00	\$ 164.00	\$ 220.00	1/31/2017	12/31/2017		0.00%	23-43
	\$ 115.00	\$ 171.00	\$ 228.00	1/31/2018	12/31/2018		3.00%	23-43
	\$ 116.70	\$ 173.05	\$ 230.40	1/31/2019	12/31/2019		3.00%	23-43
							0.00%	
							0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For non-union employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- * Denote all employees subject to prevailing wage with an asterisk (*)
- * For "Other Direct Cost" listing, see page 2 of this Exhibit

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EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-FH
Sample Cost Proposal

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR GW-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant

Professional Service Industries

Contract No.

Date 11/22/2016

Fringe Benefit 8.00% + Overhead 277.00% + General Administration 0.00% = 277.00% Combined Indirect Cost Rate (ICR)
(* 0% if included in OH) (* 0% if included in OH)

FEE = 20.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ Increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Structural Steel Inspector (ICC)	\$ 85.00	\$ 127.50	\$ 170.00	1/01/2017	12/31/2017		0.00%	16-36
	\$ 87.65	\$ 131.43	\$ 173.12	1/01/2018	12/31/2018		3.00%	16-36
	\$ 90.15	\$ 135.23	\$ 180.25	1/01/2019	12/31/2019		3.00%	16-36
Certified Welding Inspector (ICC)	\$ 90.00	\$ 135.00	\$ 180.00	1/01/2017	12/31/2017		0.00%	17-37
	\$ 92.70	\$ 139.05	\$ 185.40	1/01/2018	12/31/2018		3.00%	17-37
	\$ 95.45	\$ 143.23	\$ 190.98	1/01/2019	12/31/2019		3.00%	17-37
Fireproofing Inspector (ICC)	\$ 80.00	\$ 120.00	\$ 160.00	1/01/2017	12/31/2017		0.00%	17-37
	\$ 82.70	\$ 124.05	\$ 165.40	1/01/2018	12/31/2018		3.00%	17-37
	\$ 85.45	\$ 128.23	\$ 170.98	1/01/2019	12/31/2019		3.00%	17-37
Electrical/Mechanical Inspector	\$ 80.00	\$ 120.00	\$ 160.00	1/01/2017	12/31/2017		0.00%	17-37
	\$ 82.70	\$ 124.05	\$ 165.40	1/01/2018	12/31/2018		0.00%	17-37
	\$ 85.45	\$ 128.23	\$ 170.98	1/01/2019	12/31/2019		3.00%	17-37
OSHPD/DSA Inspector	\$ 110.00	\$ 165.00	\$ 220.00	1/01/2017	12/31/2017		3.00%	23-43
	\$ 113.30	\$ 169.95	\$ 226.60	1/01/2018	12/31/2018		3.00%	23-43
	\$ 116.75	\$ 175.13	\$ 233.50	1/01/2019	12/31/2019		3.00%	23-43
							0.00%	
							0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- * Denote all employees subject to prevailing wage with an asterisk (*)
- * For "Other Direct Cost" Rating, see page 2 of this Exhibit

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EXHIBIT 9 - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-H
Sample Cost Proposal

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
SPECIFIC RATE OF COMPENSATION (USED FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Contract No. _____ Date 11/2/2016
Professional Services Industries

Fringe Benefits 0.00% * Overhead 277.00% + General Administration 0.00% = 277.00% Combined Indirect Cost Rate (ICR)
(= 0% if included in O&M) (= 0% if included in O&M)
FEE = 20.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% br \$ increase	Hourly range - For classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Roofing/Waterproofing Inspector	\$70.00	\$105.00	\$140.00	10/1/2017	12/31/2017		0.00%	11-21
	\$72.15	\$108.15	\$144.20	1/1/2018	12/31/2018		3.00%	11-21
	\$74.28	\$111.39	\$148.52	1/1/2019	12/31/2019		3.00%	11-21
Roofing Preconstruction Meeting	\$400.00	\$600.00	\$800.00	10/1/2017	12/31/2017		0.00%	110-130
	\$412.40	\$618.60	\$824.80	1/1/2018	12/31/2018		3.00%	110-130
	\$424.83	\$637.24	\$849.65	1/1/2019	12/31/2019		3.00%	110-130
Rebar Tag & Sample	\$73.00	\$109.50	\$146.00	1/1/2017	12/31/2017		0.00%	12-32
	\$75.25	\$112.88	\$150.50	1/1/2018	12/31/2018		3.00%	12-32
	\$77.57	\$116.35	\$155.13	1/1/2019	12/31/2019		3.00%	12-32
Concrete/ Asphalt Batch Plant	\$75.00	\$112.50	\$150.00	10/1/2017	12/31/2017		0.00%	12-32
	\$77.25	\$115.88	\$154.50	1/1/2018	12/31/2018		3.00%	12-32
	\$79.57	\$119.35	\$159.13	1/1/2019	12/31/2019		3.00%	12-32
Concrete/ Asphalt Coring (1 man)	\$70.00	\$105.00	\$140.00	10/1/2017	12/31/2017		0.00%	11-21
	\$72.15	\$108.15	\$144.20	1/1/2018	12/31/2018		3.00%	11-21
	\$74.28	\$111.39	\$148.52	1/1/2019	12/31/2019		3.00%	11-21

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subcontractant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Double bill employees subject to prevailing wage with no asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

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EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-H
Sample Cost Proposal

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

CONSULTANT OR SUBCONSULTANT

Professional Service Industries

Contract No. _____

Date 11/2/2016

Fringe Benefit 0.00% + Overhead 277.00% + General Administration 0.00% = 277.00% Combined Indirect Cost Rate (ICR)
(= 0% if Included in OH) (= 0% if Included in OH)

FEB = 20.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Roofing/Waterproofing Inspector	\$73.00	\$108.00	\$140.00	10/1/2017	12/31/2017		0.00%	11-01
	\$72.10	\$106.15	\$134.20	10/1/2018	12/31/2018		0.00%	11-01
	\$74.26	\$111.39	\$146.83	10/1/2019	12/31/2019		0.00%	11-01
Roofing Preconstruction Meeting	\$400.00	\$600.00	\$800.00	10/1/2017	12/31/2017		0.00%	110-130
	\$412.00	\$618.00	\$824.00	10/1/2018	12/31/2018		0.00%	110-130
	\$424.30	\$636.45	\$848.72	10/1/2019	12/31/2019		0.00%	110-130
Rebar Tag & Sample	\$78.00	\$117.00	\$156.00	10/1/2017	12/31/2017		0.00%	12-32
	\$77.20	\$115.80	\$154.40	10/1/2018	12/31/2018		0.00%	12-32
	\$76.57	\$114.85	\$153.14	10/1/2019	12/31/2019		0.00%	12-32
Concrete/ Asphalt Batch Plant	\$78.00	\$117.00	\$156.00	10/1/2017	12/31/2017		0.00%	12-32
	\$77.20	\$115.80	\$154.40	10/1/2018	12/31/2018		0.00%	12-32
	\$76.57	\$114.85	\$153.14	10/1/2019	12/31/2019		0.00%	12-32
Concrete/ Asphalt Coring (1 man)	\$70.00	\$105.00	\$140.00	10/1/2017	12/31/2017		0.00%	11-31
	\$72.10	\$108.15	\$144.20	10/1/2018	12/31/2018		0.00%	11-31
	\$74.26	\$111.39	\$148.53	10/1/2019	12/31/2019		0.00%	11-31
							0.00%	
							0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subcontractor firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Feb). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- 1. Exclude all employees subject to prevailing wage with no restrictions (*)
- 2. For "Other Direct Cost" listing, see page 2 of this Exhibit

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EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-XI
Sample Cost Proposal

EXHIBIT 10-XI SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Professional Service Industries Contract No. _____ Date 11/2/2016

Fringe Benefit 0.00% + Overhead 277.00% + General Administration 0.00% = 277.00% Combined Indirect Cost Rate (ICR)
(= 0% if included in OH) (= 0% if included in OH)

FEB = 20.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ Increase	Hourly range - for classifications only
	Straight	DI(1.5x)	OT(2x)	From	To			
Ceiling Wire Pull Testing (incl. Equipment)	\$ 70.00	\$ 105.00	\$ 140.00	10/1/2017	10/31/2017		0.00%	17-31
	\$ 72.10	\$ 108.15	\$ 144.20	10/1/2018	12/31/2018		3.00%	17-31
	\$ 74.20	\$ 111.30	\$ 148.40	1/1/2019	12/31/2019		3.00%	17-31
Anchor Bolt/Doowel Pull Testing (incl. Equipment)	\$ 75.00	\$ 112.50	\$ 150.00	10/1/2017	12/31/2017		0.00%	17-31
	\$ 77.10	\$ 115.65	\$ 154.20	1/1/2018	12/31/2018		3.00%	17-31
	\$ 79.20	\$ 118.80	\$ 158.40	1/1/2019	12/31/2019		3.00%	17-31
Ultrasonic Technician, Level II	\$ 85.00	\$ 127.50	\$ 170.00	10/1/2017	12/31/2017		0.00%	18-30
	\$ 87.05	\$ 130.58	\$ 174.10	1/1/2018	12/31/2018		3.00%	18-30
	\$ 89.10	\$ 133.65	\$ 178.20	1/1/2019	12/31/2019		3.00%	18-30
Magnetic Particle, Level II	\$ 95.00	\$ 142.50	\$ 190.00	10/1/2017	12/31/2017		0.00%	18-30
	\$ 97.05	\$ 145.58	\$ 194.10	1/1/2018	12/31/2018		3.00%	18-30
	\$ 99.10	\$ 148.65	\$ 198.20	1/1/2019	12/31/2019		3.00%	18-30
Liquid Penetrant Level II	\$ 95.00	\$ 142.50	\$ 190.00	10/1/2017	12/31/2017		0.00%	18-30
	\$ 97.05	\$ 145.58	\$ 194.10	1/1/2018	12/31/2018		3.00%	18-30
	\$ 99.10	\$ 148.65	\$ 198.20	1/1/2019	12/31/2019		3.00%	18-30

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wages with an asterisk (*)
- For "Other Direct Cost" Rating, see page 2 of this Exhibit

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EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-H
Sample Cost Proposal

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
SPECIFIC RATES OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Professional Service Industries Contract No. _____ Date 11/2/2016

Fringe Benefit 0.00% + Overhead 277.00% + General Administration 0.80% = 277.80% Combined Indirect Cost Rate (ICR)
(= 0% if included in OH) (= 0% if included in OH)

Fee = 20.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% of \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Celling Wire Pull Testing (Incl. Equipment)	\$ 70.00	\$ 105.00	\$ 140.00	10/1/2017	12/31/2017		0.00%	11-01
	\$ 73.70	\$ 110.55	\$ 147.40	1/1/2018	12/31/2018		5.00%	11-01
	\$ 74.26	\$ 111.39	\$ 148.52	1/1/2019	12/31/2019		0.75%	11-01
Anchor Bolt/Downs Pull Testing (Incl. Equipment)	\$ 70.00	\$ 105.00	\$ 140.00	10/1/2017	12/31/2017		0.00%	11-01
	\$ 73.70	\$ 110.55	\$ 147.40	1/1/2018	12/31/2018		5.00%	11-01
	\$ 74.26	\$ 111.39	\$ 148.52	1/1/2019	12/31/2019		0.75%	11-01
Ultrasonic Technician, Level II	\$ 85.00	\$ 127.50	\$ 170.00	10/1/2017	12/31/2017		0.00%	18-08
	\$ 97.85	\$ 146.78	\$ 195.70	1/1/2018	12/31/2018		5.00%	18-08
	\$ 100.78	\$ 151.17	\$ 201.57	1/1/2019	12/31/2019		3.00%	18-08
Magnetic Particle, Level II	\$ 85.00	\$ 127.50	\$ 170.00	10/1/2017	12/31/2017		0.00%	18-08
	\$ 97.85	\$ 146.78	\$ 195.70	1/1/2018	12/31/2018		5.00%	18-08
	\$ 100.78	\$ 151.17	\$ 201.57	1/1/2019	12/31/2019		3.00%	18-08
Liquid Penetrant Level II	\$ 85.00	\$ 127.50	\$ 170.00	10/1/2017	12/31/2017		0.00%	18-08
	\$ 97.85	\$ 146.78	\$ 195.70	1/1/2018	12/31/2018		5.00%	18-08
	\$ 100.78	\$ 151.17	\$ 201.57	1/1/2019	12/31/2019		3.00%	18-08
							0.00%	
							0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisk (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

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EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-H
Sample Cost Proposal

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NITROD CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subcontractor

Professional Service Industries

Contract No.

Date 11/27/2016

Fringe Benefit 0.00% * Overhead 277.00% + General Administration 0.00% = 277.00% Combined Indirect Cost Rate (ICR)
(* 0% if included in OJT) (* 0% if included in OJT)

FEI = 20.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% of \$ increase	Hourly range ⁴ for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Pachometer (R-meter)	\$ 06.00	\$ 127.50	\$ 174.00	1/1/2017	12/31/2017		0.00%	16-35
	\$ 07.55	\$ 131.25	\$ 178.10	1/1/2018	12/31/2018		0.00%	16-35
	\$ 09.10	\$ 135.25	\$ 182.33	1/1/2019	12/31/2019		0.00%	16-35
Pulse/Velocity (F-meter)	\$ 105.00	\$ 157.50	\$ 210.00	1/1/2017	12/31/2017		0.00%	21-41
	\$ 126.15	\$ 189.23	\$ 252.30	1/1/2018	12/31/2018		0.00%	21-41
	\$ 147.30	\$ 220.95	\$ 294.60	1/1/2019	12/31/2019		0.00%	21-41
Project Manager	\$ 125.00	\$ 187.50	\$ 250.00	1/1/2017	12/31/2017		0.00%	27-47
	\$ 128.75	\$ 193.13	\$ 257.50	1/1/2018	12/31/2018		0.00%	27-47
	\$ 132.50	\$ 198.75	\$ 265.00	1/1/2019	12/31/2019		0.00%	27-47
Sample/ Submittal Pick-up & Delivery	\$ 50.00	\$ 75.00	\$ 100.00	1/1/2017	12/31/2017		0.00%	5-25
	\$ 51.25	\$ 76.88	\$ 102.50	1/1/2018	12/31/2018		0.00%	5-25
	\$ 52.50	\$ 78.75	\$ 105.00	1/1/2019	12/31/2019		0.00%	5-25
Project Set Up	\$ 80.00	\$ 120.00	\$ 160.00	1/1/2017	12/31/2017		0.00%	5-25
	\$ 81.50	\$ 122.25	\$ 163.00	1/1/2018	12/31/2018		0.00%	5-25
	\$ 83.00	\$ 124.50	\$ 166.00	1/1/2019	12/31/2019		0.00%	5-25

- Names and classifications of consultant (key staff, team members must be listed. Provide separate sheets for prime and all subcontractor firms.
- Billing rate = general hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For part-time employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- * Denote all employees subject to prevailing wage with an asterisk (*)
- * For "Other Direct Cost" listing, see page 2 of this Exhibit

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EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-H
Sample Cost Proposal

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 2 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

~~CONSULTANT OR SUBCONSULTANT~~

Consultant or Subconsultant

Professional Services Industries

Contract No.

Date 11/2/2016

Fringe Benefit 0.00% + Overhead 277.00% + General Administration 0.00% = 277.00% Combined Indirect Cost Rate (ICR)
(= 0% if included in OH) (= 0% if included in OH)

FRG = 20.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% of \$ Increase	Hourly range - for classifications only
	Straight	CR(1.5x)	OT(2x)	From	To			
Pachometer (R-meter)	\$ 88.00	\$ 127.50	\$ 170.00	3/01/2017	12/31/2017		0.00%	15-35
	\$ 07.88	\$ 131.43	\$ 175.10	3/01/2016	12/31/2016		8.00%	16-31
	\$ 80.15	\$ 156.26	\$ 180.26	10/1/2015	12/31/2015		8.00%	15-35
Pulse/Veloccity (F-meter)	\$ 108.00	\$ 157.40	\$ 210.00	1/1/2017	12/31/2017		0.00%	21-41
	\$ 106.16	\$ 150.23	\$ 212.90	1/1/2016	12/31/2016		3.00%	21-41
	\$ 100.33	\$ 134.50	\$ 216.67	10/1/2015	10/31/2015		3.00%	21-41
Project Manager	\$ 126.00	\$ 187.50	\$ 250.00	1/01/2017	12/31/2017		0.00%	27-47
	\$ 124.75	\$ 183.75	\$ 247.50	1/01/2016	12/31/2016		3.00%	27-47
	\$ 122.61	\$ 179.82	\$ 245.20	10/1/2015	10/31/2015		4.00%	27-47
Sample/ Submittal Pick-up & Delivery	\$ 30.00	\$ 75.00	\$ 100.00	10/1/2017	12/31/2017		3.00%	5-25
	\$ 51.50	\$ 77.25	\$ 103.00	10/1/2016	12/31/2016		5.00%	5-25
	\$ 33.05	\$ 76.57	\$ 105.00	10/1/2015	10/31/2015		5.00%	5-25
Project Set Up	\$ 80.00	\$ 75.00	\$ 100.00	10/1/2017	12/31/2017		3.00%	5-25
	\$ 61.50	\$ 77.25	\$ 103.00	10/1/2016	12/31/2016		3.00%	5-25
	\$ 53.05	\$ 76.57	\$ 105.00	10/1/2015	10/31/2015		3.00%	5-25
						0.00%	0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisk (*).
- For "Other Direct Cost" listing, see page 2 of this Exhibit.

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EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-H
Sample Cost Proposal

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Notes: Results are based on
Consultant or Subconsultant

Professional Service Industries

Contract No.

Date 11/2/2016

Fringe Benefit 0.00% + Overhead 277.00% + General Administration 0.00% = 277.00% Combined Indirect Cost Rate (ICR)
(= 0% if included in O&M) (= 0% if included in O&M)

PII = 20.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Strategic	OT(1.5x)	OT(2x)	From	To			
Drafting	\$ 80.00	\$ 90.00	\$ 120.00	1/01/2017	12/31/2017		0.00%	8-28
	\$ 61.80	\$ 62.70	\$ 129.40	1/01/2018	12/31/2018		0.00%	8-28
	\$ 43.85	\$ 93.48	\$ 127.01	1/01/2019	12/31/2019		0.00%	8-28
Technical Support/Clerical	\$ 60.00	\$ 90.00	\$ 120.00	1/01/2017	12/31/2017		0.00%	8-28
	\$ 61.80	\$ 92.70	\$ 129.40	1/01/2018	12/31/2018		0.00%	8-28
	\$ 55.65	\$ 95.40	\$ 127.34	1/01/2019	12/31/2019		0.00%	8-28
				1/01/2017	12/31/2017		0.00%	
				1/01/2018	12/31/2018		0.00%	
				1/01/2019	12/31/2019		0.00%	
				1/01/2017	12/31/2017		0.00%	
				1/01/2018	12/31/2018		0.00%	
				1/01/2019	12/31/2019		0.00%	
				1/01/2017	12/31/2017		0.00%	
				1/01/2018	12/31/2018		0.00%	
				1/01/2019	12/31/2019		0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prints and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For married employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- * Denote all employees subject to prevailing wage with an asterisk (*)
- ** For "Other Direct Cost" Billing, see page 2 of this Exhibit

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EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-JJ
Sample Cost Proposal

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Name of Consultant or Subconsultant: Professional Service Industries Contract No. _____ Date: 11/2/2016

Fringe Benefit 0.00% + Overhead 277.00% + General Administration 0.00% = 277.00% Combined Indirect Cost Rate (ICR)
(= 0% if included in OH) (= 0% if included in OH)

Fee = 20.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classification only
	Straight	OT (1.5x)	OT (2x)	From	To			
Drafting	\$ 91.00	\$ 96.00	\$ 120.00	1/01/2017	12/31/2017		0.00%	8-28
	\$ 91.80	\$ 92.70	\$ 129.80	1/01/2018	12/31/2018		0.00%	8-28
	\$ 93.86	\$ 95.40	\$ 127.31	1/01/2019	12/31/2019		0.00%	8-28
Technical Support/Clerical	\$ 59.00	\$ 60.00	\$ 120.00	1/01/2017	12/31/2017		0.00%	8-28
	\$ 61.80	\$ 62.70	\$ 129.80	1/01/2018	12/31/2018		0.00%	8-28
	\$ 63.86	\$ 65.40	\$ 127.31	1/01/2019	12/31/2019		0.00%	8-28
				1/01/2017	12/31/2017		0.00%	
				1/01/2018	12/31/2018		0.00%	
				1/01/2019	12/31/2019		0.00%	
				1/01/2017	12/31/2017		0.00%	
				1/01/2018	12/31/2018		0.00%	
				1/01/2019	12/31/2019		0.00%	
				1/01/2017	12/31/2017		0.00%	
				1/01/2018	12/31/2018		0.00%	
				1/01/2019	12/31/2019		0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- * Denote all employees subject to prevailing wage with an asterisk (*)
- # For "Other Direct Cost" billing, see page 2 of this Exhibit

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ATTACHMENT H

2016 Schedule of Services & Fees

PERSONNEL HOURLY RATES

Engineers/Geologists/Scientists:

Chief Engineer/Scientist	\$175.00 per hr.	Project Engineer	\$125.00 per hr.
Senior Professional	\$150.00 per hr.	Senior Staff	\$100.00 per hr.
Expert Witness	\$350.00 per hr.	Staff	\$95.00 per hr.

Inspectors/Technicians:

Soils Technician	\$80.00 per hr.	Reproving Inspector (ICC)	\$90.00 per hr.
Epoxy Adhesive/Overlay Inspection	\$80.00 per hr.	Electrical/Mechanical Inspector	\$90.00 per hr.
Senior Soils Technician	\$80.00 per hr.	OSHPD/DEA Inspector	\$110.00 per hr.
Concrete Technician (ACC)	\$80.00 per hr.	Roofing/Waterproofing Inspector	\$70.00 per hr.
Asphalt/Paving Technician	\$80.00 per hr.	Roofing Preconstruction Meeting	\$100.00 per hr.
Spallcrete Inspector (ICC)	\$85.00 per hr.	Rebar Tag & Sample	\$75.00 per hr.
Concrete Inspector (ICC)	\$85.00 per hr.	Concrete/Asphalt Batch Plant	\$75.00 per hr.
Prestressed Concrete Inspector (ICC)	\$85.00 per hr.	Concrete/Asphalt Coating (1 man)	\$70.00 per hr.
Masonry Inspector (ICC)	\$85.00 per hr.	Concrete/Asphalt Coating (2 man)	\$70.00 per hr.
Structural Steel Inspector (ICC)	\$85.00 per hr.	Casting Wire Pull Testing (incl. equipment)	\$70.00 per hr.
Certified Welding Inspector (ICC)	\$90.00 per hr.	Anchor Bolt/Overlay Pull Testing (including equipment)	\$70.00 per hr.

NDE Personnel (incl. Equipment):

Ultrasonic Technician, Level II	\$95.00 per hr.	Pachometer (R-Meter)	\$85.00 per hr.
Magnetic Particle, Level II	\$95.00 per hr.	Pulse Velocity (R-Meter)	\$105.00 per hr.
Liquid Penetrant Level II	\$95.00 per hr.	Radiographic (plus supplies)	Quote per hr.
Impact Echo (ASTM C1383-98)	Quote		

Support Staff:

Project Manager	\$125.00 per hr.	Project Set Up	\$50.00 each
Sample/Submittal Pick-up & Delivery	\$50.00 per hr.	Drafting	\$60.00 per hr.
		Technical Support/Clerical	\$60.00 per hr.

EQUIPMENT DAILY RATES

Vehicle	\$120.00 per day	Torque Wrenches w/ Multiplier	\$48.00 per day
Concrete Air Meter	\$48.00 per day	Water Vapor Emission Test (per kit)	\$50.00 per ea
Nuclear Density Gauge	\$40.00 per day	Windsor Probe (plus supplies)	\$80.00 per day
Schmidt Hammer	\$40.00 per day	Millage	\$0.75 per mile IRS Rate
Sklidmore	\$75.00 per day	Pull Testing Equipment	\$100.00 per day
Concrete Coring Equipment	\$120.00 per day	Trip Charge	\$75.00 per trip

MATERIALS TESTING

Atterberg Limits (LL & PL) ASTM D4318	\$180.00 each	Moisture Density Relation ASTM D698/1557	\$220.00 each
California Bearing Ratio ASTM D 1883	\$400.00 each	PH & Resistivity ASTM C61	\$110.00 each
Consolidation ASTM D2435	\$250.00 each	Resistance Value CAL 301	\$300.00 each
Constant Head Permeameter ASTM D2436	\$180.00 each	Sand Equivalent ASTM D2419	\$120.00 each
Direct Shear Test ASTM D3080	\$200.00 each	Shrinkage Limits ASTM D4318	\$75.00 each
Expansion Index UBC 18-2	\$180.00 each	Single Checkpoint ASTM D1557	\$90.00 each
Hydrometer Analysis ASTM D422	\$125.00 each	Sulfate & Chloride Content CAL 417A	\$100.00 each
In-situ Moisture Content ASTM D2216	\$30.00 each	Unconfined Compression ASTM D2938	\$120.00 each
In-situ Moisture/Density ASTM D2216	\$45.00 each		

NOTE: General Notes on Page 3 are applicable for all Personnel Rates.

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Page 1 of 3

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ATTACHMENT H

2016 Schedule of Services & Fees

PERSONNEL HOURLY RATES

Engineers/Geologists/Scientists:

Chief Engineer/Scientist	\$175.00 per hr.	Project Engineer	\$125.00 per hr.
Senior Professional	\$150.00 per hr.	Senior Staff	\$100.00 per hr.
Expert Witness	\$350.00 per hr.	Staff	\$95.00 per hr.

Inspectors/Technicians:

Sally Technician	\$80.00 per hr.	Fireproofing Inspector (ICC)	\$90.00 per hr.
Epoxy Adhesive/Dowel Inspection	\$80.00 per hr.	Electrical/Mechanical Inspector	\$90.00 per hr.
Senior Sally Technician	\$85.00 per hr.	OSHPD/D&A Inspector	\$110.00 per hr.
Concrete Technician (ACL)	\$80.00 per hr.	Roofing/Waterproofing Inspector	\$70.00 per hr.
Asphalt Paving Technician	\$80.00 per hr.	Roofing Preconstruction Meeting	\$400.00 per hr.
Shrinkage Inspector (ICC)	\$85.00 per hr.	Rebar Tag & Sample	\$75.00 per hr.
Concrete Inspector (ICC)	\$85.00 per hr.	Concrete/Asphalt Batch Plant	\$75.00 per hr.
Prestressed Concrete Inspector (ICC)	\$85.00 per hr.	Concrete/Asphalt Coring (1 min)	\$70.00 per hr.
Masonry Inspector (ICC)	\$85.00 per hr.	Concrete/Asphalt Coring (2 min)	\$130.00 per hr.
Structural Steel Inspector (ICC)	\$85.00 per hr.	Celling Wire Pull Testing (incl. equipment)	\$78.00 per hr.
Certified Welding Inspector (ICC)	\$90.00 per hr.	Anchor Bolt/Dowel Pull Testing (including equipment)	\$70.00 per hr.

NDE Personnel (incl. Equipment):

Ultrasonic Technician, Level II	\$95.00 per hr.	Photometer (R-Meter)	\$95.00 per hr.
Magnetic Particle, Level II	\$95.00 per hr.	Pulse Velocity (I-Meter)	\$105.00 per hr.
Liquid Penetrant Level II	\$95.00 per hr.	Radiographic (plus supplies)	Quote per hr.
Impact Echo (ASTM C1383-98)	Quote		

Support Staff:

Project Manager	\$125.00 per hr.	Project Set Up	\$50.00 each
Sample/Submittal Pick-up & Delivery	\$50.00 per hr.	Drafting	\$60.00 per hr.
		Technical Support/Clerical	\$60.00 per hr.

EQUIPMENT DAILY RATES

Vehicle	\$120.00 per day	Torque Wrench w/ Multiplier	\$48.00 per day
Concrete Air Meter	\$48.00 per day	Water Vapor Emission Test (per kit)	\$50.00 per ea
Nuclear Density Gauge	\$40.00 per day	Windsor Probe (plus supplies)	\$80.00 per day
Schmidt Hammer	\$40.00 per day	Mileage	\$0.75 per mile IRS Rate
Skidmore	\$75.00 per day	Pull Testing Equipment	\$100.00 per day
Concrete Coring Equipment	\$120.00 per day	Trip Charge	\$75.00 per trip

MATERIALS TESTING

Atterberg Limits (LL & PL) ASTM D4318	\$180.00 each	Moisture Density Relation ASTM D698/1557	\$220.00 each
California Bearing Ratio ASTM D 1583	\$400.00 each	PH & Resistivity ASTM C51	\$110.00 each
Consolidation ASTM D2435	\$250.00 each	Resistance Value CAL 301	\$300.00 each
Constant Head Permeameter ASTM D2436	\$180.00 each	Sand Equivalent ASTM D2419	\$120.00 each
Direct Shear Test ASTM D3980	\$200.00 each	Shrinkage Limits ASTM D4318	\$75.00 each
Expansion Index UBC 18-2	\$180.00 each	Single Checkpoint ASTM D1557	\$90.00 each
Hydrometer Analysis ASTM D422	\$125.00 each	Sulfate & Chloride Content CAL 417A	\$100.00 each
In-situ Moisture Content ASTM D2216	\$30.00 each	Unconfined Compression ASTM D2938	\$120.00 each
In-situ Moisture/Density ASTM D2216	\$45.00 each		

NOTE: General Notes on Page 3 are applicable for all Personnel Rates.

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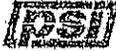
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ATTACHMENT H

2016 Schedule of Services & Fees



MATERIALS TESTING (Continued)

Abrasives:

Abrasion (LA Rattler) ASTM C131.....	\$180.00 each	Sieve Analysis, Coarse ASTM C136.....	\$110.00 each
Absorption, Coarse ASTM C127/Fine C128.....	\$60.00 each	Sieve Analysis, Fine Wash ASTM C136.....	\$120.00 each
Cleanliness Value CAL 227.....	\$100.00 each	Sieve Analysis, Minus #200 ASTM C117.....	\$110.00 each
Durability Index CAL 229.....	\$120.00 each	Sodium Soundness ASTM C88.....	\$350.00 each
Sound Equivalent ASTM D2419.....	\$100.00 each	Specific Gravity, Coarse ASTM C127/Fine C128.....	\$30.00 each
		Unit Weight ASTM C29.....	\$60.00 each

Asphalt Concrete:

Extraction ASTM D2172.....	\$180.00 each	Stability & Flow (Marshall) ASTM D1559.....	\$250.00 each
Gradation ASTM C136.....	\$90.00 each	Theoretical Maximum Specific Gravity.....	\$160.00 each
Specific Gravity of Cores ASTM C1188.....	\$30.00 each	(Rice Method) ASTM C201.....	

Concrete:

Cement Treated Base ASTM C1633.....	\$65.00 each	Mix Design Review.....	\$300.00 each
Compression Testing:		Restrained Expansion ASTM C872.....	\$300.00 each
Concrete Cylinders 6"x12" ASTM C39.....	\$22.00 each	Shrinkage Bars ASTM C490 (set of 3).....	\$250.00 each
Concrete Cylinders 4"x8" ASTM C39.....	\$22.00 each	Modulus of Elasticity ASTM C-219.....	\$190.00 per hr.
Concrete Cubes 2"x2" ASTM C39.....	\$22.00 each	Splitting Tensile Strength ASTM C496.....	\$80.00 each
Concrete Cores ASTM C42.....	\$75.00 each	Trial Batch, per point.....	\$300.00 each
Flexural Beam 6"x6"x24" ASTM C78.....	\$90.00 each	Flexural Toughness ASTM C1018.....	\$90.00 each
Silicofume Test Panels with 6 Cores ACI 506R.....	\$300.00 each		

Masonry:

CMU Compression ASTM C140:		Grout Prism Compression UBC 24-33.....	\$25.00 each
8"x8"x16" & Under.....	\$100.00 each	(3"x6" Prisma)	
Larger than 8"x8"x16".....	Quote each	Mortar Compression UBC 24-22.....	\$25.00 each
CMU Absorption/Moisture.....	\$69.00 each	(2"x4" Cylinders)	
Composite Prism UBC 24-26.....	\$200.00 each	Masonry Chores:	
CMU Conformance ASTM C90.....	\$450.00 each	Shear Tests, Grout to CMU.....	\$100.00 each
(Absorption & Compression)		Compression Test.....	\$50.00 each

Steel:

Rebar/rod Steel:		Structural Steel (coupon preparation extra):	
Tensile No. 8 & Smaller.....	\$80.00 each	Tensile.....	\$100.00 each
Tensile No. 9 - No. 11.....	\$110.00 each	Bend.....	\$100.00 each
Tensile Over No. 11.....	Quote each	High Strength Bolts, Tensile (infra. 2 tests).....	\$70.00 each
Bend No. 8 & Smaller.....	\$80.00 each	Hardened Washers ASTM A325.....	\$60.00 each
Bend No. 9 - No. 11.....	\$100.00 each	Nut Suitability ASTM A325.....	\$60.00 each
Fireproofing Density.....	\$50.00 each		

Roofing:

Roofing Tile Strength Test, UBC 32-12.....	\$50.00 each	Build-up Cut Samples, Unit Weights.....	\$70.00 each
Roofing Tile Absorption Test, UBC 32-12.....	\$10.00 each	Build-up Cut Samples - Complete Analysis.....	\$400.00 each

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ATTACHMENT H

2016 Schedule of Services & Fees



MATERIALS TESTING (Continued)

Aggregates:

Abrasion (LA Rattler) ASTM C131	\$180.00 each	Sieve Analysis, Coarse ASTM C136	\$110.00 each
Absorption, Coarse ASTM C127/Fine C128	\$60.00 each	Sieve Analysis, Fine w/wash ASTM C136	\$120.00 each
Cleanliness Value CAL 227	\$100.00 each	Sieve Analysis, Minus #200 ASTM C117	\$110.00 each
Durability Index CAL 229	\$120.00 each	Soilium Soundness ASTM C88	\$350.00 each
Sand Equivalent ASTM D2419	\$100.00 each	Specific Gravity, Coarse ASTM C127/Fine C128	\$30.00 each
		Unit Weight ASTM C29	\$60.00 each

Asphalt Concrete:

Extraction ASTM D2172	\$180.00 each	Stability & Flow (Marshall) ASTM D1559	\$250.00 each
Gradation ASTM C136	\$90.00 each	Theoretical Maximum Specific Gravity (Rhoa Method) ASTM C2041	\$160.00 each
Specific Gravity of Cores ASTM C1188	\$80.00 each		

Concrete:

Cement Treated Base ASTM C1633	\$65.00 each	Mix Design Review	\$300.00 each
Compression Testing:		Restraint Expansion ASTM C678	\$300.00 each
Concrete Cylinders 6"x12" ASTM C39	\$22.00 each	Shrinkage Bars ASTM C490 (set of 3)	\$250.00 each
Concrete Cylinders 4"x8" ASTM C39	\$22.00 each	Modulus of Elasticity ASTM C-219	\$190.00 per hr.
Concrete Cubes 2"x2" ASTM C39	\$22.00 each	Splitting Tensile Strength ASTM C496	\$80.00 each
Concrete Cores ASTM C42	\$72.00 each	Trial Batch, per point	\$300.00 each
Flexural Beam 6"x6"x24" ASTM C78	\$80.00 each	Flexural Toughness ASTM C1018	\$90.00 each
Shotcrete Test Panels with 6 Cores ACI 506R	\$300.00 each		

Masonry:

CMU Compression ASTM C140:		Grout Prism Compression UBC 24-38 (3"x6" Prisms)	\$25.00 each
8"x8"x16" & Under	\$100.00 each	Mortar Compression UBC 24-22 (2"x4" Cylinders)	\$25.00 each
Larger than 8"x8"x16"	Quote each	Masonry Cores:	
CMU Absorption/Moisture	\$69.00 each	Shear Tests, Grout to CMU	\$100.00 each
Composite Prism UBC 24-26	\$200.00 each	Compression Test	\$50.00 each
CMU Conformance ASTM C90 (Absorption & Compression)	\$450.00 each		

Steel:

Reinforcing Steel:		Structural Steel (coupon preparation extra):	
Tensile No. 8 & Smaller	\$80.00 each	Tensile	\$100.00 each
Tensile No. 9 - No. 11	\$110.00 each	Bend	\$100.00 each
Tensile Over No. 11	Quote each	High Strength Bolts, Tensile (min. 2 tests)	\$70.00 each
Bend No. 8 & Smaller	\$80.00 each	Hardened Washers ASTM A325	\$60.00 each
Bend No. 9 - No. 11	\$100.00 each	Nut Suitability ASTM A325	\$60.00 each
Fireproofing Dryally	\$30.00 each		

Roofing:

Roofing Tile Strength Test, UBC 32-12	\$50.00 each	Built-up Cut Samples, Unit Weights	\$70.00 each
Roofing Tile Absorption Test, UBC 32-12	\$40.00 each	Built-up Cut Samples - Complete Analysis	\$400.00 each

Effective 01-01-12

INITIAL _____



ATTACHMENT II

2016 Schedule of Services & Fees

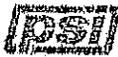


GENERAL NOTES:

1. Normal working hours are defined as 6:00 a.m. to 5:00 p.m., Monday through Friday.
2. PSI requires notification at least 48 hours in advance of the scheduled job starting time. Forty-eight (48) hours is requested for night, weekend, or out of town work jobs.
3. Personnel rates quoted above are normal to postal from our Office.
4. All rates are based upon a 4-hour minimum charge for assignments of up to 4 hours. A minimum charge of 8 hours will apply for all assignments in excess of 4 hours up to 8 hours.
5. Scheduling or cancellation of field testing and observation services is required not less than the working day prior to the date the services are to be performed. Services cancelled without adequate notice will be assessed a minimum 4 hour charge.
6. An overtime rate of 1.5 times the regular rate will apply for all work over 8 hours, up to 12 hours, on week days and the first 8 hours on Saturday. Double time will be charged for week day work in excess of 12 hours, Saturday work in excess of 8 hours, and work on Sunday. Work on legal holidays will be charged at triple time.
7. Week day work performed during other than "normal working hours" will be charged a shift premium of 1.5 times the normal hourly rate for the first 8 hours.
8. Retesting and re-inspection will be performed at the unit rates included and will be in addition to the estimated costs.
9. Samples for testing, which do not meet the specified test conditions at the time of receipt by PSI, will require special preparation and be subject to a minimum preparation charge of \$50.00 per sample, depending on the particular test.
10. Laboratory testing required to be performed outside normal working hours shall be charged at 1.5 times the normal test rate.
11. There will be a 50% surcharge on "Expedited" test results.
12. Routed equipment, commercial travel, shipping, reproductions, long distance phone calls and/or any outside services performed will be billed at cost plus 20%, unless billed directly to and paid by the client, 10%.
13. This Proposal (bid, etc) is contingent upon the client's representation that the project is NOT SUBJECT to CALIFORNIA PREVAILING WAGE LAWS.
14. Transportation and per diem are charged at the applicable rates. Rates involving mileage (including transportation, mobilization, vehicle, and trip charges) are subject to change based upon increases in the national average gasoline price. To offset the increase in fuel prices for a gallon of regular gasoline, increases shall be made no more often than monthly, according to the Monterey County Travel Policy per Section 2.1 of Exhibit A - Scope of Services/ Payment Provision.
15. There will be a charge for a Project Engineer/Project Manager for test evaluation, report review and consultation and Technical Support at the rate of 0.5 of an hour per report issued.
16. At the client's request, a Final Compliance Letter will be prepared and submitted to the client within 30 calendar days of the completion of all materials testing conducted by PSI at the site. This Final Compliance Letter will be an additional charge of \$500.00 and is payable prior to receipt of Letter.

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12/19/11

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12/19/11
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ATTACHMENT H

2016 Schedule of Services & Fees



GENERAL NOTES:

1. Normal working hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.
2. PSI requires notification at least 48 hours in advance of the schedule job starting time. Forty-eight (48) hours is requested for night, weekend, or out of town work too.
3. Personnel rates quoted above are portal to portal from our Office.
4. All rates are based upon a 4-hour minimum charge for assignments of up to 4 hours. A minimum charge of 8 hours will apply for all assignments in excess of 4 hours up to 8 hours.
5. Scheduling or cancellation of field testing and observation services is required not less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
6. An overtime rate of 1.5 times the regular rate will apply for all work over 8 hours, up to 12 hours, on week days and the first 8 hours on Saturday. Double time will be charged for week day work in excess of 12 hours, Saturday work in excess of 8 hours, and work on Sunday. Work on legal holidays will be charged at triple time.
7. Week day work performed during other than "normal working hours" will be charged a shift premium of 1.5 times the normal hourly rate for the first 8 hours.
8. Re-testing and re-inspection will be performed at the unit rates indicated and will be in addition to the estimated costs.
9. Samples for testing, which do not meet the specified test conditions at the time of receipt by PSI, will require special preparation and be subject to a minimum preparation charge of \$50.00 per sample, depending on the particular test.
10. Laboratory testing required to be performed outside normal working hours shall be charged at 1.5 times the normal test rate.
11. There will be a 50% surcharge on "Expedited" test results.
12. Rented equipment, commercial travel, shipping, reproductions, long distance phone calls and/or any outside services performed will be billed at cost plus 20% unless billed directly to and paid by the client, 10%.
13. This Proposal (bid, etc.) is contingent upon the client's representation that the project is NOT SUBJECT to CALIFORNIA PREVAILING WAGE LAWS.
14. Transportation and per diem are charged at the applicable rates. Rates involving mileage (including transportation, mobilization, vehicle, and trip charges) are subject to change based upon increases in the national average gasoline price. To offset the increase in fuel prices for a gallon of regular gasoline, increases shall be made no more often than monthly, according to the Monterey County Travel Policy per Section B.1 of Exhibit A - Scope of Services/ Payment Provisions.
15. There will be a charge for a Project Engineer/Project Manager for test evaluation, report review and consultation and Technical Support at the rate of 0.5 of an hour per report issued.
16. At the client's request, a Final Compliance Letter will be prepared and submitted to the client within 30 calendar days of the completion of all materials testing conducted by PSI at the site. The Final Compliance Letter will be an additional charge of \$500.00 and is payable prior to receipt of Letter.

R. 12.01

**EXHIBIT C - INCORPORATION OF REQUEST FOR QUALIFICATIONS (RFQ) #1701
AND STATEMENT OF QUALIFICATIONS DOCUMENTS**

The County invited submittals to Request for Qualifications (RFQ) through RFQ #1701, to provide on-call geotechnical engineering services for transportation projects located in Monterey County. Professional Service Industries, Inc. submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFQ #1701.

RFQ #1701 and the Statement of Qualifications submitted by Professional Service Industries, Inc. are hereby incorporated into the Agreement by this reference to provide on-call geotechnical engineering services for transportation projects located in Monterey County.

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12/19/16

R 1394

**EXHIBIT C – INCORPORATION OF REQUEST FOR QUALIFICATIONS (RFQ) #1701
AND STATEMENT OF QUALIFICATIONS DOCUMENTS**

The County invited submittals to Request for Qualifications (RFQ) through RFQ #1701, to provide on-call geotechnical engineering services for transportation projects located in Monterey County. Professional Service Industries, Inc. submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFQ #1701.

RFQ #1701 and the Statement of Qualifications submitted by Professional Service Industries, Inc. are hereby incorporated into the Agreement by this reference to provide on-call geotechnical engineering services for transportation projects located in Monterey County.

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Monterey County

Item No.41

Board Report

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

Legistar File Number: 21-042

January 12, 2021

Introduced: 1/8/2021

Current Status: Addenda/Addendum/Supplemental

Version: 1

Matter Type: General Agenda Item

ADDENDA

Added to Ceremonial Resolutions

- 2.1 Resolution Condemning the Violent, Seditious Actions at Our National Capitol Incited by President Donald Trump. (Full Board - Supervisor Alejo)

SUPPLEMENTAL

Revised Other Board Matters

17. Added attachment: REVISED - Referrals 1-12-21